

# Allegan County Materials Management Planning Committee (MMPC)



Human Services Building  
3255 – 122<sup>nd</sup> Avenue Suite 200  
Allegan, MI 49010  
269-673-5411 Main Office  
269-673-4172 Main Fax  
<http://www.allegancounty.org>

**Garth Llewellyn, Chairman**  
**Heather Bausick, Resource Recovery  
Coordinator**

Matt Rosser  
Solid Waste  
Disposal Facility  
Representative

Jack Brown  
Hauler Managed  
Material  
Representative

Dan Fritsch  
Materials  
Recovery Facility  
Operator

William Walker  
Waste Diversion,  
Reuse, or  
Reduction Facility  
Operator

Vacant  
Elected City  
Government  
Representative

Gale Dugan  
Elected County  
Government  
Representative

Vacant  
Elected Township  
Government  
Representative

Garth Llewellyn  
Business  
Generating  
Managed Material  
Representative

Randy Rapp  
Regional Planning  
Agency  
Representative

Russell Lewis  
Business  
Representative  
from surrounding  
County

Vacant  
Compost Facility  
or Anaerobic  
Digester Operator

Vacant  
Environmental  
Interest Group  
Representative

## **MATERIALS MANAGEMENT PLANNING COMMITTEE (MMPC) – AGENDA**

Tuesday, November 25, 2025 – 6:00 PM

Zimmerman Room, Human Services Building, 3255 122<sup>nd</sup> Avenue, Allegan

To attend via ZOOM:

Join Zoom Meeting

<https://us02web.zoom.us/j/87429719511> Meeting ID: 874 2971 9511

**CALL TO ORDER:**

**ROLL CALL:**

**COMMUNICATIONS:** Resource Coordinator Report (attachment a)

**APPROVAL OF MINUTES:**

**PUBLIC PARTICIPATION:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:**

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### **ACTION ITEMS:**

1. 2026 Meeting Schedule
  - a. Discuss changing schedule to daytime meetings to encourage filling of vacancies and future membership participation
  - b. Frequency of meetings
2. Set special meeting in December to award RFP

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### **DISCUSSION ITEMS:**

1. Request for Proposal (RFP) for Materials Management consultant (attachment b)

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**PUBLIC PARTICIPATION:**

**FUTURE AGENDA ITEMS:**

**ROUND TABLE:**

**ADJOURNMENT:**

**NEXT MEETING: TBD**

#### **Mission Statement**

*“Allegan County shall plan, develop and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”*

**Allegan County  
Materials  
Management  
Planning  
Committee (MMPC)**



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Surrounding County

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Government  
Representative

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Environmental  
Interest Group  
Representative

**MATERIALS MANAGEMENT PLANNING COMMITTEE (MMPC) – MINUTES**

Tuesday, August 26, 2025 – 6:00 PM

Zimmerman Room, Human Services Building, 3255 122<sup>nd</sup> Avenue, Allegan

**CALL TO ORDER:** Called to order by Llewellyn at 6:00pm

**ROLL CALL:** Present: Lewis, Rapp, Walker, Dugan, Bausick, Llewellyn, Fritsch, Brown

Absent: Rosser

**COMMUNICATIONS:** Resource Coordinator Report (attachment a)

**APPROVAL OF MINUTES:** Brown moved, seconded by Dugan. All in favor

**PUBLIC PARTICIPATION:** None

**APPROVAL OF AGENDA:** Walker moved, seconded by Fritsch. All in favor.

**PRESENTATIONS:** None

**ACTION ITEMS:**

1. Member application review (attachment b)

- Member was contacted several times to clarify questions asked from the committee and applicant was unresponsive.

Motion to table application until further communication moved by Dugan and seconded by Llewellyn. Yes: 7; No: 0; Absent: 1 Motion carried.

**DISCUSSION ITEMS:**

1. MMP Plan Format (attachment c)

- Several ideas were presented from committee members using the EGLE plan format. These included:
  - Countywide program for recycling
  - How to collect data from the townships that aren't currently participating in the Resource Recovery program offered by the count
  - Develop more facilities that are "all inclusive"
  - Markets for organics recycling – potential hog farms
  - Develop a YouTube video campaign to market to schools and general public as more consumers tend to be visual learners as to what should be and cannot be recycled
  - Goal – more local units involved in Resource Recovery program

**PUBLIC PARTICIPATION:** None

**FUTURE AGENDA ITEMS:**

- i. November meeting – discuss meeting times and frequency. Changing the time of meeting could allow for more participation on the committee and fill open vacancies

**Mission Statement**

*"Allegan County shall plan, develop and evaluate the necessary policies and resources to ensure our county continues to progress and prosper"*

**ROUND TABLE:** Dugan – new fiber put in and how can we use this new form of media to advertise recycling to residents? Could information be “pushed out” to residents?  
Llewellyn – asked if industrial waste gets counted in overall recycling rate? Several businesses in Allegan County are higher producers of waste. Does this get counted?

**ADJOURNMENT:** Motion made by Dugan, seconded by Walker to adjourn the meeting at 7:29pm. The motion carried.

**NEXT MEETING: November 25, 2025 @ 6:00 PM**

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## SOLID WASTE PLANNING COMMITTEE – Coordinator’s Report

Tuesday, November 25, 2025

### RECYCLING COORDINATOR REPORT:

#### 1. Part 115 planning

- a. First grant reimbursement received 10/08/2025
- b. RFP for consultant released on 11/12/2025. Bids due by 12/5/2025.

#### 2. Resource Recovery Program

##### a. Events-Recycling 2025

1. May 3<sup>rd</sup> – Wayland Hardings – 303 cars dropped off
2. June 14<sup>th</sup> – Fennville City Hall – 147 cars dropped off
3. October 4<sup>th</sup> – Otsego DPW – 285 cars dropped off. Doubled last year’s participation.

##### b. Events – Recycling 2026 Dates

1. May 16<sup>th</sup> – Wayland Hardings
2. June 13<sup>th</sup> – Fennville City Hall
3. October 3<sup>rd</sup> – Otsego DPW

##### c. Customers:

1. RR Cards have all been delivered to townships to mail with tax bills

##### d. Finance:

1. No updates to report

##### e. Processes:

1. No updates to report

#### Mission Statement

*“Allegan County shall plan, develop and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”*



## REQUEST FOR PROPOSAL PACKET

Allegan County  
3283 122<sup>nd</sup> Ave  
Allegan, MI 49010

### **Material Management Plan Update Services RFP #1286-25**

This request for proposal packet incorporates the following documents:

<b>Attachment A – Scope of Work</b> .....	<b>2</b>
<b>Attachment B – Cost Proposal</b> .....	<b>6</b>
<b>Materials Management Plan Update Services Agreement</b> .....	<b>8</b>
<b>Agreement and Scope of Work Clarifications</b> .....	<b>14</b>
<b>RFP Supplement A – Instructions to Contractors</b> .....	<b>15</b>
<b>RFP Supplement B – Proposal Requirements</b> .....	<b>18</b>
<b>RFP Supplement C – Proposal Evaluation Criteria</b> .....	<b>20</b>

#### Key Dates

Request for Proposals issued .....	November 12, 2025
Deadline for Questions to be submitted.....	3:00 PM on November 19, 2025
Deadline for County’s response to questions.....	5:00 PM on November 21, 2025
Due date for proposals .....	3:00 PM on December 5, 2025

## **Attachment A – Scope of Work**

### **1. INTRODUCTION**

- 1.1** Contractor shall write the County’s Materials Management Plan (MMP) to replace the County’s Solid Waste Plan (SWP) adopted by the County on January 5, 2000. The Plan must meet the requirements of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 115).
- 1.2** Allegan County submitted its Notice of Intent (NOI) to create a single-county MMP to the Department of Environment, Great Lakes, and Energy (EGLE) on July 1, 2024 noting that Allegan County will be the County Approval Agency (CAA). On August 22, 2024 a Materials Management Planning Committee (MMPC) was established and has been meeting to lay the groundwork for creating an MMP.
- 1.3** Allegan County submitted its Work Program to EGLE on March 25, 2025 and said Work Program was approved by EGLE on March 31, 2025.
- 1.4** Contractor shall create a MMP to replace the existing SWP under the review and input of the MMPC as facilitated by the County’s Resource Recovery Coordinator.

### **2. SCOPE OF SERVICES**

#### **2.1 Source materials to be provided to Contractor by the County upon contract award:**

- 2.1.1 A copy of the entire SWP and contents in native digital format (mostly word and excel files with PDF files) that may facilitate creating the new MMP.
- 2.1.2 The County’s Resource Recovery Coordinator will facilitate access to any existing data, reports, and information the County routinely collects and/or has in its possession.

#### **2.2 Plan Creation and Outreach Activities**

In creating the Plan per requirements stated in Section 1.1, Contractor shall:

- 2.2.1 Plan, organize, and draft the MMP according to content and process guidelines established by EGLE as necessary for MMP submission and approval.
- 2.2.2 Discuss and establish dates for the required public comment hearing and any other necessary outreach activities prior to plan creation and post plan adoption in coordination with the County’s Resource Recovery Coordinator during a project kick-off meeting. Allegan County’s Resource Recovery Coordinator will assist contractor in finding and scheduling any suitable venues needed for any necessary outreach activities.
- 2.2.3 Be responsible for all aspects of outreach-related activities including, but not limited to mailings, notifications, advertising, keeping minutes, documenting attendees, capturing comments, etc., unless otherwise determined by the County’s Resource Recovery Coordinator. The County will provide assistance with mailings and notifications on any formal communications concerning the MMP if the communication or notification should be coming from the County.

- 2.2.4 Ensure that all outreach-related activities are scheduled and completed in accordance with the timeline set forth by the MMP process guidelines to meet all deadlines.
- 2.2.5 Ensure that all public hearing requirements are being met, documented and the necessary documentation can be provided to EGLE.
- 2.2.6 Draft content for periodic progress updates for distribution by County Administration through its Administrative Newsletter.

### **2.3 Plan Development and Contents:**

Per the EGLE requirement, Consultant shall:

- 2.3.1 Conduct a thorough assessment of the current state of Allegan County's infrastructure, plans and policies related to materials management.
- 2.3.2 Analyze existing data and collect any additional data needed to identify gaps, community needs, and areas of improvement for materials management.
- 2.3.3 Develop specific goals, initiatives, objectives, policies and timelines for materials management which also align with current Part 115 requirements for the CAA's consideration.

### **2.4 Plan Review, Submission and Adoption**

This section describes the general steps needed to finalize and submit a plan as the County understands them, provided they don't conflict with any EGLE requirements. These steps do not necessarily need to be completed in the below order so long as they keep the process streamlined as best as possible. With facilitation provided by the County's Resource Recovery Coordinator, Contractor shall:

- 2.4.1 Plan for at least two iterative reviews of the draft MMP with the MMPC allowing for feedback and comment, incorporating any changes before submitting a final draft MMP to the MMPC to forward to County Administration for consideration.
- 2.4.2 Plan for at least two iterative reviews with County Administration allowing for feedback and comments, and shall incorporate any changes in finalizing the MMP for public release.
- 2.4.3 Cycle the MMP back through the MMPC for approval and re-submission to County Administration if any changes are made until it is deemed ready for public release.
- 2.4.4 If requested, attend and present the Plan to the MMPC and the County Board of Commissioners (BOC).
- 2.4.5 Assist the County in releasing the MMP for public comment.
- 2.4.6 Document the public input received and discuss any proposed changes with the MMPC and the County, incorporating any changes that are agreed to.
- 2.4.7 Prepare the MMP for distribution by the County to its Local Units of Government Once the MMP is deemed acceptable by the County.

- 2.4.8 Respond to questions forwarded by Resource Recovery Coordinator received from Local Units of Government via phone and email, for the duration of the Agreement.
- 2.4.9 Provide regular updates to the County on the progress and maintain all documentation throughout the project.
- 2.4.10 Arrange for an on-site visit with the Allegan County Resource Recovery Coordinator with the MMPC and the County to review the final MMP before it is submitted to the State and EGLE.
- 2.4.11 Prepare materials necessary to submit the MMP to the EGLE for review and approval. As the CAA, County shall submit the MMP.
- 2.4.12 Following EGLE review, if the MMP is returned with a notice of “Requires Revisions”, revise and work with the County to re-submit the MMP to EGLE as many times as necessary, at no additional cost, until the County receives notice from EGLE that the MMP is approved.

Once the submitted MMP is returned with a letter of Approval, the County shall coordinate and manage further implementation of the MMP.

## **2.5 Deliverables**

Contractor shall:

- 2.5.1 Deliver a final MMP with all supporting documentation that meets EGLE requirements including the implementation strategy to demonstrate progress toward or meet the goals by the time of the 5-year MMP review
- 2.5.2 Provide the County with a template letter for distribution to its Local Units of Government that fully explains the MMP process and expected timeline.
- 2.5.3 Provide the County with a template resolution that can be used by Local Units of Government to formally adopt the MMP.
- 2.5.4 Deliver the full text of the updated MMP in an editable Microsoft Word document on digital media along with any supporting data, documents or images incorporated into the MMP or generated as part of the update process. These supporting data, documents and images must be provided in their native digital format (i.e. Microsoft Excel Spreadsheets, Microsoft Access Databases, TIFF's, JPEG's etc.)
- 2.5.5 If the MMP includes any maps generated using GIS, provide a copy of those layers and files that are acquired, generated or modified in developing the MMP. These files are to be provided as an ESRI Shapefiles in the following NAD 83 projection:
  - US State Plane Coordinates/Michigan South Zone 2113/International Feet
  - US State Plane Coordinates/Michigan South Zone 2113/Meters (preferred)
  - Michigan GeoRef/Meters

## **2.6 Reporting**

2.6.1 Contractor must provide a monthly report to the Allegan County Resource Recovery Manager and Finance Specialist documenting all activities carried out during the month and listing activities planned for the following month. The report should be provided via email to:

[hbausick@allegancounty.org](mailto:hbausick@allegancounty.org)

[bvolker@allegancounty.org](mailto:bvolker@allegancounty.org)

2.6.2 The County will provide quarterly reports to EGLE accounting for grant expenditures and work progress.

## Attachment B – Cost Proposal

### 3. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

#### 3.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax.

#### 3.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified anywhere else in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

#### 3.3 Invoices:

All invoices must reference contract #1286-24, itemize services rendered and be sent by email to [projects@allegancounty.org](mailto:projects@allegancounty.org) or mailed to:

Project Management - Accounts Payable  
Allegan County Information Services  
3283 122<sup>nd</sup> Avenue  
Allegan, MI 49010

#### 3.4 Cost Tables

Once completed, the following cost tables shall establish the pricing to be charged unless otherwise negotiated in writing.

<b>Item Name</b>	<b>Cost</b>
Draft MMP Created	\$
Final Draft	\$
Public Hearing Completed	\$
MMP Adopted by CAA	\$
Municipality Approval Completed	\$
MMP Submitted to EGLE	\$
MMP Approved by EGLE / Final Deliverables / Close-out	\$
<b>Total Cost (Not to Exceed)</b>	\$

**3.1 Additional Services**

With mutual agreement between the parties, Contractor may be asked to provide additional services related or unrelated to creating the MMP as described herein based on its then current rate and fee schedule.

**3.2 Cost Proposal Certification**

Bid is firm for \_\_\_\_\_ days (45 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	

## Materials Management Plan Update Services Agreement

This Agreement (“Agreement”) is made by and between the County of Allegan, 3283 122<sup>nd</sup> Avenue, Allegan, Michigan 49010 (“County”) and

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

(“Contractor”). The parties agree as follows:

### **1. Contractor Services**

Contractor shall provide the County with the services described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

### **2. Payment**

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

### **3. Term of Agreement**

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion by the Contractor, unless terminated earlier in accordance with Section 4 of this Agreement.

### **4. Termination of Agreement**

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty days’ written notice to Contractor.

### **5. Insurance Requirements**

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Professional Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Professional Liability Insurance in an amount not less than \$500,000 per occurrence and \$1,000,000 aggregate. Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three years after the termination of this Agreement.

G. Proof of Insurance Coverage: Under Michigan Compiled Law 500.2270 a certificate of insurance does not include a policy of insurance, insurance binder, or policy endorsement. Contractor must comply with chapter 22A of Michigan Public Act 218 of 1956 by providing a copy of the endorsement showing Allegan County as an additional insured for each type of insurance required in this Agreement at least ten business days prior to commencement of services under this Agreement.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until the necessary insurance documents have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

#### **6. Reporting and Review**

Contractor shall report to the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the County. The County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the County may review any of Contractor's internal records, reports or insurance policies.

#### **7. Indemnification**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

#### **8. Independent Contractor**

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

#### **9. Subcontracting**

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors

comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

**10. County Employees**

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

**11. Default**

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

**12. Endorsement Prohibition**

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

**13. Compliance with Laws**

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

**14. Nondiscrimination**

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

**15. Equal Opportunity Employer**

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

**16. Confidentiality**

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

**17. Contractor Personnel**

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

**18. Amendment**

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

**19. Binding Effect**

This Agreement is binding upon and shall inure to the benefit of Contractor and the County and their respective legal representatives, successors and authorized assigns.

**20. Waiver**

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

**21. Counterparts**

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**22. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

**23. Section Titles**

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

**24. Choice of Law and Forum**

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

**25. Royalties and Patents**

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

**26. Debarment or Suspension Status**

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

**27. Conflicts of Interest**

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform County regarding same.

**28. Anti-Collusion Statement**

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

**29. Entire Agreement**

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Material Management Plan Update Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 11/12/2025
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 12/5/2025

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Contractor:

County:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Robert J. Sarro

Title: \_\_\_\_\_

Title Allegan County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Agreement and Scope of Work Clarifications**

Contractor questions and the County's responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Contractor prior to incorporating them into this Agreement.

## **RFP Supplement A – Instructions to Contractors**

### **4. HOW TO PARTICIPATE IN THE CONTRACTING PROCESS**

Contractors interested in responding to this Request for Proposal (RFP) must follow the bidding process outlined below. The County will not reimburse firms for any expenses incurred in preparing and submitting proposals in response to this RFP. Copies of this RFP in Microsoft Word format are available upon request. Should prospective contractors require further information or clarification, contact the County's Project Management Specialist at [projects@allegancounty.org](mailto:projects@allegancounty.org). All deadlines are Eastern Prevailing Time.

#### **4.1 Proposal and Contract Examination**

Before submitting a proposal, contractors should carefully examine the entire RFP packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and conditions herein, unless noted in the proposal submitted by the Contractor and affirmed in any final agreement by the County.

#### **4.2 Contractor Inquiries – due by 3:00 p.m. on November 19, 2025.**

Should Contractor find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process or the scope of work, they should bring such questions in writing to the attention of:

Kristin VanAtter – Project Management Specialist  
Allegan County – County Services Building  
3283 122nd Ave  
Allegan, MI 49010  
[projects@allegancounty.org](mailto:projects@allegancounty.org)

#### **4.3 County Response – posted by 5:00 p.m. on November 21, 2025.**

The County will compile and review all questions received from contractors and post responses to the County website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. The County will not be responsible for any oral instructions.

#### **4.4 Proposal Submission – due by 3:00 p.m. on December 5, 2025.**

Contractors may either email a copy of their proposal with the subject line **RFP #1286-25 Material Management Plan Update Services** to [projects@allegancounty.org](mailto:projects@allegancounty.org)

OR

Contractors may mail or deliver a hardcopy proposal in an envelope marked **RFP #1286-25 Material Management Plan Update Services** to:

Kristin VanAtter – Project Management Specialist  
Allegan County Services Building  
3283 122nd Ave  
Allegan, MI 49010

It is the sole responsibility of contractor to ensure that the proposal reaches the County by the specified deadline.

The County will not be holding a public bid opening and unless required, will not release any bid tabulations until all proposals have been evaluated, scored and a contract has been awarded.

#### **4.5 Withdrawal of Proposals**

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified proposal due date and time. Proposals, amendments thereto, or requests for withdrawal of proposals received by the Project Management Specialist after the specified proposal due date and time will not be considered.

#### **4.6 Freedom of Information Act**

All information submitted by a Contractor in a proposal and any resulting contract is subject to the Michigan Freedom of Information Act and may not be held in confidence by the County after a proposal is opened or contract awarded. All proposals shall be available for review after County staff has evaluated them.

### **5. CONSIDERATIONS FOR THE COST PROPOSAL**

#### **5.1 Discounts and Incentives**

The County will consider discounts and other pricing incentives in each individual proposal prior to determining the successful contractor.

#### **5.2 Quantities**

The quantities or usage specified on the Cost Proposal Form are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the County as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor's information only and will be used for bid tabulation and cost comparison. The County reserves the right to increase or decrease quantities until contract is finalized.

#### **5.3 Bidding on Equivalent Products**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade or quality of material only. Since the County does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the contractor's responsibility to name such a product within the bid, and to prove to the County that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The County shall be the sole judge concerning the merits of bids submitted.

### **6. PROPOSAL EVALUATION AND CONTRACT AWARD**

In evaluating proposals and awarding contracts, the County will use the following process:

## **6.1 Proposal Evaluation**

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible proposals will form the basis for recommending a contract award.

## **6.2 Supplemental Information**

During the evaluation process, the County reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

## **6.3 Contractor Presentations, Product Demonstrations and Interviews**

At the discretion of the County, as part of the evaluation process, Contractor submitting proposal may be requested to make a presentation, conduct a product demonstration and/or be interviewed in person or remotely. Should this become necessary, the County will contact Contractor and expects them to be available at a location determined by the County within two weeks of notification. Contractor shall not receive payment from the County for costs that may be incurred through this step in the evaluation process.

## **6.4 Contract Finalization**

Should any material changes to the Agreement, Scope of Work or Contractor's Proposal need to be clarified or negotiated, a revised agreement may be drafted and sent to Contractor for review and signature.

## **6.5 Contract Award**

Once finalized, an agreement will be processed for final approval and award by the necessary County authority. Upon award, Contractor will be contacted to plan and schedule work.

Notification of award will be posted to the County's website along with a bid tabulation. Notification letters will also be sent to each contractor that submitted a proposal.

## **6.6 Rejection of Proposals**

The County reserves the right to reject any and all proposals or to accept the proposal or any part thereof which it determines to best serve the needs of the County and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

## RFP Supplement B – Proposal Requirements

### **7. PROPOSAL REQUIREMENTS**

#### **7.1 General Instructions**

Before submitting a proposal, Contractor should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes Contractor's understanding of the contents of this RFP.

Any erasures or corrections to this RFP packet or the Contractor's proposal must be initialed in ink by Contractor. The Agreement and Cost Proposal Tables in Attachment B must be typed into or filled out with pen and ink and be signed in longhand, in ink, by a principal authorized to make contracts.

#### **7.2 Proposal Organization and Length:**

Contractor's proposal and all supporting documentation should be organized and formatted to ensure the County receives only the most relevant information necessary to select a contractor.

In responding to proposal content requested in Section 8 below, please reference the number and the question before each response and respond in sequence of the questions asked.

### **8. PROPOSAL CONTENT**

#### **8.1 Company Information:**

- 8.1.1 State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.
- 8.1.2 Identify the location of the office from which work described here will be managed and the year that office was established if other than above.
- 8.1.3 Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.
- 8.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

#### **8.2 Company Experience:**

- 8.2.1 Describe any experience your firm has had in developing Materials Management, Solid Waste, or similar Plans.
- 8.2.2 List contact information for at least three entities for which you have prepared a Materials Management, Solid Waste, or similar Plan in the last five (5) years to include the following:
  - Name and address of the organization

- Primary contact name, phone number, e-mail address
- Short description of the services your firm provided

These entities may be contacted by the County as references.

**8.3 Plan Update and Outreach Strategy:**

8.3.1 Describe your intended approach to creating a MMP for the County noting any variances from minimum EGLE requirements.

8.3.2 Describe your intended outreach strategy noting any variances from minimum EGLE requirements.

**8.4 Timeline:**

8.4.1 Assuming contract award by 1/1/2026, list major work activities per the Scope of Work and a proposed timeline for completing them to meet EGLE timelines for compliance.

**8.5 Contract Agreement and Costs:**

8.5.1 Review and sign the Materials Management Plan Update Services Agreement containing the County's standard terms and conditions.

8.5.2 Complete the cost proposal form in Attachment B to represent the not to exceed costs that will be billed to compete the Scope of Work.

8.5.3 Attach a current rate and fee sheet that would be applied to calculate the cost of any additional services that are beyond the scope of work outlined in this RFP.

## RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Contractor’s proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County’s discretion.

Contractor may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

<b>0</b>	-3	-1	<b>5</b>	+1	+3	<b>10</b>
<b>Min. Score</b>	Per Major Concern	Per Minor Concern	<b>Initial Default Score</b>	Per Minor Benefit / Plus	Per Major Benefit / Plus	<b>Max. Score</b>

<b>Submission (failure to meet these requirements may be cause for bid rejection)</b>						
Bid proposal received on time				Yes / No		
Correct number of copies received				Yes / No		
Any legal action within the past 5 years				Yes / No		
Contract Agreement Acknowledged				Yes / No		
<b>Scope of Work (Attachment A)</b>		<b>Score (0-10)</b>	<b>Weight</b>	<b>Points</b>	<b>Max. Points</b>	<b>% of Total</b>
8.1	Company Information		x 1 =		10	
8.2	Company Experience		x 3 =		30	
8.3	Plan Update and Outreach Strategy		x 2 =		20	
8.4	Timeline		x 2 =		20	
					<b>80</b>	<b>40%</b>
<b>Cost Proposal (Attachment B)</b>						
Total Base Cost					<b>120</b>	<b>60%</b>
<b>GRAND TOTAL</b>						
				<b>Total Points</b>	<b>200</b>	<b>100%</b>