

Request for Proposal

Waste and Recycle Disposal Services

Midland Public Schools

February 12, 2024

Issued by:

Midland Public Schools

**Pre-Proposal Meeting:
(Required)**

**By Appointment
989-923-5035**

Proposal Due Date:

March 19, 2024 - 2:00 p.m., local time.

Return to:

**Waste and Recycle Bid
Mr. Michael Moeggenberg
Director of Facilities and Operations
Midland Public Schools
600 E. Carpenter Street
Midland, Michigan 48640-5499**

Late Proposals Will Be Rejected

Midland Public Schools is requesting bids for waste and recycle pick-up/disposal for the district. The waste/recycle containers will be located at 14 sites as listed in Appendix A, along with the number of containers, sizes and pick-up schedule.

Instruction to Bidders

1. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified within.
2. Bids received after the scheduled opening time will not be accepted and will be returned to the bidder unopened.
3. Telephonic or faxed bids will not be accepted.
4. Unless otherwise specified, no bid may be withdrawn, changed, or modified in any way for a period of one hundred and ninety (90) calendar days from the date of the bid opening.
5. Negligence of the part of bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
6. Bids received prior to the time of bid opening will be securely kept unopened. No responsibility will attach to any officer or employee of the Midland Public Schools for the premature opening of a bid not properly addressed or identified.
7. If either a unit price or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.
8. Midland Public Schools is exempt from state and federal taxes.
9. The Midland Public Schools Board of Education reserves the right to accept or reject any or all bids, to waive irregularities or defects, and accept other than the low bid when deemed to be in the best interest of the school district.
10. The laws of the State of Michigan shall govern the rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
11. All information included in a bid response is subject to the "Freedom of Information Act" and may be disclosed in its entirety after the formal, public bid opening has been completed.
12. By submission of this proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
13. The contractor agrees to hold and Midland Public Schools, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment or use of equipment, materials, supplies, or services covered by this contract.
14. The Contractor will provide the District with the required insurance certificates before the Contractor begins providing services and annually thereafter. These certificates of insurance shall be submitted to the District's Facilities Department.
15. The district is interested in seeking information from each contractor on their recycling capabilities and how it may help the district better its recycling program. The district encourages students and staff to become involved with recycling. Before awarding a contract the district will meet with each company's representative to discuss their recycling program. This will have bearing on the final decision on the awarding of this contract.

Minimum Required Insurance Limits

	Minimum Limits
Commercial General Liability	
Fire Damage	\$100,000
Medical Expenses	\$10,000
Personal & Adv. Injury	
Each Occurrence	\$1,000,000
Aggregate \$2,000,000	
Products – Comp/Op Agg.	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Excess Liability (Umbrella)	
Each Occurrence	\$5,000,000
Aggregate	\$1,000,000
Fidelity/Employee Dishonesty Bond	\$50,000

Automobile Liability (Including Hired & Non-Owned)

Personal Injury/Bodily Injury	
Each Occurrence	\$1,000,000
Or Combined Single Limit	\$1,000,000
Property Damage	
Each Occurrence	\$500,000

Bid Specification

1. Detailed information regarding sites, types of containers, number and sizes of containers, and pick-up schedules are listed on Appendix A.
2. During holiday recesses (i.e., Christmas and Spring Break) the summer months and extended closures Midland Public Schools generates considerable less waste; therefore, the district will adjust frequencies of trash pick-ups. Midland Public Schools shall have flexibility to adjust its pick-up schedules as needed and establish pick up frequencies during these “not regularly scheduled” periods (see bid submission form).
3. Monthly invoices must be sent to Midland Public Schools Maintenance Department with the following information for each pick-up location within the school district.
 - Size of dumpster
 - Number of trash pickups per week, per dumpster
 - Days of week trash is picked up
 - Approximate time of day of trash pick-ups.
 - Credit for missed dumps
4. Bids shall include pricing for a one-year, two-year and three-year contract period to be effective July 1, 2024.
5. Bids should include pricing for waste disposal pick up and recycling pick up.
6. The contractor shall be responsible for any damage to a building or other property caused by their workers while performing the work indicated in these specifications.
7. The contractor shall place state and federally approved containers in the number noted for the locations noted. Should additional containers be required at a later date, they will be provided at a cost per container per month as bid.
8. The contractor agrees to abide by the schedule as specified. In instances where this schedule cannot be met because of unusual circumstances, the contractor will contact the Midland Public Schools Maintenance Department as soon as possible. However, this action will not relieve the contractor of their responsibility to provide such services as are necessary to completely remove any and all accumulated trash and refuse caused by failure to maintain the schedule. If Midland Public Schools is forced to place one of their portable dumpsters at the site due to this, the contractor will be responsible for dumping the portable dumpster, at no charge to Midland Public Schools. Any missed dumps should be credited back to the district if the district is unable to provide a portable dumpster.
9. The contractor is responsible for the care and maintenance of all containers under this contract. Any container that becomes unfit for refuse or recycle storage, or loses its protection against vermin, shall be replaced at no cost to Midland Public Schools.
10. Local laws and ordinances governing noise or nuisance shall be observed. Waste pick up shall be completed on or before the time specified in the specifications.
11. Midland Public Schools reserves the right to terminate its contract for any reason with 90-day written notification. Midland Public Schools reserves the right to terminate its contract immediately for just cause.
12. Midland Public Schools understands the contractor is subject to rate adjustment over which they have no control such as dump fees, new legislation, fuel costs, etc. Any increase in charges, not specified in the contract, will require the contractor to provide documentation to support the increases in expenses; i.e. OPIS fuel averages, land fill invoices, etc.

13. It shall be the responsibility of the contractor to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by accident or negligence.

CIVIL PROCEEDINGS

Has the applicant company, its parent, a subsidiary, associate or holding company, or related corporation or business entity had a claim successfully made against it in the last ten (10) years in any jurisdiction? Include orders, judgments, administrative sanctions taken, disciplinary hearings, fines and penalties imposed, if any.

No

Yes – Provide the following details for each proceeding

Description of claim

- ii. Name of other parties to the proceeding
- iii. Outcome of the proceeding
- iv. Date of proceeding
- v. Name of court
- vi. Court file number (if known)
- vii. Judgment order

b. Does the applicant company, its parent, subsidiary, associate or holding company, related corporation or business entity have any outstanding claims filed against it and pending dispositions or in the process of being filed in any jurisdiction?

No

Yes – Provide the following details for each proceeding

Description of claim

- ii. Name of other parties to the proceeding
- iii. Date of proceeding
- iv. Name of court
- v. Court file number (if known)

Affidavit of Bidder –Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the _____ (the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of _____, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____.

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

Iran Economic Sanctions Act Certification

I am the _____ (insert title) of _____ (insert bidder company name), or I am bidding in my individual capacity (“Bidder”), with authority to submit a binding bid for the provision of waste and recycling disposal services to Midland Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. (“Act”). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

Affidavit of Bidder-Compliance with School Safety Initiative Legislation

The undersigned, the owner or authorized officer of _____ (the “Bidder”), certifies to Midland Public Schools (the “School District”), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any “listed offenses”.¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER: _____

By: _____

Its: _____

Business Reference Form

Bidder: _____

The bidder must provide 6 business references.

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided:

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided:

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided:

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided:

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided:

Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided:

Appendix A

Waste and Recycle Disposal Bid Submission Form

Regularly scheduled pick-ups Year 1 Year 2 Year 3
 Cost per cubic yard for waste \$ _____ \$ _____ \$ _____
 Cost per cubic yard for recycling \$ _____ \$ _____ \$ _____

Not regularly scheduled one time charges, e.g. phone in extra dumps

Individual container one time pick-up

Waste	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
4 cubic yard	\$ _____	\$ _____	\$ _____
6 cubic yard	\$ _____	\$ _____	\$ _____
8 cubic yard	\$ _____	\$ _____	\$ _____
Recycle			
4 cubic yard	\$ _____	\$ _____	\$ _____
6 cubic yard	\$ _____	\$ _____	\$ _____
8 cubic yard	\$ _____	\$ _____	\$ _____

School Year Pick-Up Schedule Third Week in August Thru Third Week in June			Summer Pick-up Fourth Week of June Thru Second Friday in August		
School/Site	# and Type of Containers	Number of Pick-ups	Schedule	Pick Up Times	Break and Summer Pick-Up
Adams	1-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:30am	Wed
Administration	1-8 Yard Recycle	1/Week	Wed	No Preference	Same as School Year
Carpenter	1-4 Yard Waste	1/Week	Wed	Before 11:30am	Wed
Central STEM	1-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:30am	Wed
Central STEM	1-4 Yard Recycle	1/Week	Wed	No Preference	Wed
Chestnut Hill	1-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:30am	Wed
Dow High	2-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:00am	Wed
Dow High	1-4 Yard Waste	2/Week	Mon/Wed	Before 11:00am	Wed
Dow High	1-4 Yard Recycle	2/Week	Mon/Wed	Before 11:00am	Wed
Jefferson	2-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:00am	Wed
Jefferson	1-6 Yard Recycle	2/Week	Mon/Wed	Before 11:00am	Wed
Maintenance	1-4 Yard Waste	2/Week	Mon/Thur	No Preference	Same as School Year
Midland High	2-8 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:00am	Wed
Midland High	1-6 Yard Recycle	2/Week	Mon/Wed	Before 11:00am	Wed

Midland Community Stadium	1-4 Yard Waste	1/Week	Wed	No Preference	Wed No Dumps Dec, Jan, Feb
Portable Dumpster	3-4 Yard Waste	2/Week	Mon/Thur	No Preference	Mon
Northeast	2-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:00am	Wed
Northeast	1-6 Yard Recycle	2/Week	Mon/Wed	Before 11:00am	Wed
Plymouth	1-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:30am	Wed
Siebert	1-8 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:30am	Wed
Woodcrest	1-6 Yard Waste	3/Week	Mon/Wed/Thur	Before 11:30am	Wed
Central Auditorium	1-4 Yard Waste	1/Week	Wed	No Preference	Wed

*School calendars will be sent to the contractor indicating break periods on a yearly bases.

Agreements

The undersigned understands that the District reserves the right to reject any and all proposals and to waive informalities and irregularities in proposing.

The District also reserves the right to withhold proposals for a period of time (90 days) from proposal opening date.

The District reserves the right to accept or reject any or all Proposals in whole or in part, or to waive any informality therein. If in the Districts opinion it is in their best interest, the contract may be awarded to other than the lowest proponent, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Midland Public Schools to furnish professional services for waste and recycle disposal, in strict accordance with this proposal.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of

interest to Midland Public Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Midland Public Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Midland Public Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

Date: _____