Ferndale Public Schools
INVITATION TO BID
Waste Disposal Services

Ferndale Public Schools (FPS) will accept sealed bids for district-wide waste disposal services as described in the attached specifications. Bids will be accepted until **1:00 pm on Friday, May 18, 2018**, at which time they will be publicly opened and read aloud. Late bids will not be accepted.

Service period for this bid shall be for three (3) years commencing on July 1st, 2018 and running through June 30th, 2021. This contract may be extended for an additional three (3) years, in one (1) year increments, upon approval from both parties.

Envelopes containing bids shall be sealed and clearly marked “Waste Disposal Services Bid”. Bids are be addressed to the attention of:

Nancy Hoover
Assistant Superintendent of Business Services
Ferndale Public Schools
Administrative Offices
871 Pinecrest
Room 326
Ferndale, MI 48220

Two (2) signed copies of the bid shall be submitted.

The Ferndale Board of Education reserves the right to accept or reject any or all bids; to waive any informality therein; or to award the contract to other than the low bidder, if in the best interest of the District.

The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner or any employee of the bidder and any member of the School Board, or the Superintendent of Schools. The Owner will not accept a bid that does not include this sworn and notarized disclosure statement.

Questions concerning this Invitation to Bid should be directed to Jamie Stottlemyer, Executive Director of Operations and Transportation, (248) 586-8682 (office), (248) 701-4640 (cell), or james.stottlemyer@ferndaleschools.org.
INSTRUCTIONS 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 Unless otherwise specified, no bid may be withdrawn, changed, or modified in any way for a period of ninety (90) calendar days from the date of the bid opening.

5. Negligence on the part of the 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 Ferndale 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. Ferndale Public Schools are exempt from state and federal taxes.

9. The 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 Ferndale Public Schools. Following Board of Education approval, FPS will enter into a contract with the lowest, responsive bidder selected that meets the functional requirements and needs expressed by the specifications.

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 save Ferndale 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. Ferndale Public Schools requires the successful bidder to procure and maintain insurance for the duration of any work performed. This shall be commercial general liability with Ferndale Public Schools listed as an additional insured. The required coverage for general liability is $1,000,000. Also required is workers’ compensation insurance with FPS listed as certificate holder. The required policies and certificates are to be endorsed to give FPS at least 30 days notice of cancellation or material reduction of insurance coverage. Also, these insurances shall hold the school district blameless in any incident involving the contractor, his employees, his equipment, and vehicles.

15. Familial Relationship Disclosure-All bidders shall provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationships that exists between the bidder or any employee of the bidder, and any member of the Board of Education of the school district, or the Superintendent of the school district. The District will not consider a bid proposal that does not include this sworn and notarized statement.

16. Iran Economic Sanctions Act-All bidders shall provide a signed form Certification of Compliance – Iran Economic Sanctions Act, Michigan Public Act No.517 of 2012. The District will not consider a bid proposal that does not include this signed form.

**BID SPECIFICATIONS**

1. During holiday recesses (i.e., Christmas and Spring Break) and the summer months, a school district generates considerably less waste; therefore, FPS will adjust frequencies of trash pick-ups. FPS 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).

2. Monthly invoices must provide the following information: size of dumpsters, number of container pickups per week, days of week trash is picked up and approximate time of day of trash pickups.

3. The contractor shall be responsible for any damage to a building or other property caused by workers while performing the work indicated in these specifications.

4. The contractor shall place state and federally approved covered containers in the numbers 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.
5. 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 Executive Director of Operations and Transportation at (248) 701-4630 as soon as possible. However, this action will not relieve the contractor of the 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.

6. The contractor is responsible for the care and maintenance of all containers under this contract. Any container that becomes unfit for refuse storage, or loses its protection against vermin, shall be replaced at no cost to the school district. FPS shall notify the contractor of the need for replacement of any unsatisfactory container.

7. Local laws and ordinances governing noise or nuisance shall be observed. Due to the very close proximity to neighboring houses, the Ferndale Lower Elementary School dumpster(s) shall be picked up between the times of 10AM and 6PM. Pickups outside of these times will not be permitted.

8. Ferndale Public Schools reserves the right to terminate the contract at any time due to the contractor's failure to comply with the terms of the contract; i.e., placement of approved containers, maintenance of established schedules, care and maintenance of all containers, and appropriate insurance coverage. The Owner will notify the contractor of termination thirty (30) days prior to any action being instituted. The contractor will be permitted a rebuttal during this period.

9. FPS understands the contractor is subject to an annual 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, landfill invoices, etc. Ferndale Public Schools will therefore review such adjustments in charges annually with the contractor.

10. It shall be the responsibility of the bidder 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.

11. The successful bidder shall be responsible for any damage to the buildings or grounds caused by their workers while performing the work indicated in these specifications.

12. Furnish and install one (1) **20 yard compactor @ Ferndale High School** for waste removal. This bidder will be responsible for supplying, installing, electrical hookup, maintenance and upkeep of the 20-yard compactor at Ferndale High School for the duration of the three-year contract. This is in addition to the standard containers.

13. All containers shall have the ability to be locked. The Contractor shall provide 3 keys to each building. Annually, all containers are to be power wash and painted before the start of school in the fall. The start of school for the purpose of service will be considered to be the date on which regular pick up service resumes. **Please note:** If a dumpster is emptied on a Saturday it will be the driver’s responsibility to re-lock the container.
14. Refuse picked up by the contractor under the terms of this contract must be disposed of in accordance with local laws and regulations. The contractor shall maintain any licenses required by the State of Michigan DNR / DEQ. All fees are the responsibility of the contractor and must be included in the bid fees.

15. Contractor bidding on trash and refuse service for Ferndale Schools shall visit each building area and familiarize themselves with container locations and site access. See link for district map:

16. Refuse picked up by the contractor under the terms of this contract must be disposed of in a landfill, which is in accordance with the Oakland County Solid Waste Plan and Regulations. The contractor shall maintain any licenses required by State of Michigan DNR / DEQ. All equipment, transportation, disposal fees, and other pertinent expenses necessary for the proper execution of the contract are the responsibility of the contractor and are to be included and considered part of the bid price. The Owner reserves the right to request a load ticket from each dumping as verification of compliance with regulations at any time. These tickets shall be provided at no cost to the Owner.

17. Contractor shall submit a list of four (4) references complete with names, addresses, phone numbers and a contact person to allow the Owner to verify ability to meet the terms of this document.

18. Bid price shall be for a period of three (3) consecutive years. The Owner reserves the right to an annual review of compliance with specifications and overall contractor performance. A finding of noncompliance may result in the termination of the contract.

19. Specifications are to be considered as the minimum accepted standard. Alternates will be accepted for evaluation only. The primary bid shall be as specified in these documents.
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<th>#</th>
<th>Size (CY)</th>
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<th>Schedule /Months</th>
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| Totals: | $_________ | $_________ |

*20-yard compactor installed and maintained by Bidder

**Assume 1X/Month for purposes of quoting this Bid

Schedule A: July 1\textsuperscript{st} – June 30\textsuperscript{th}
Schedule B: Sept. 1\textsuperscript{st} – June 30\textsuperscript{th}
Schedule C: July 1\textsuperscript{st} – August 31\textsuperscript{st}

**Additional Pricing**

Additions or Deletions to the Schedule Above (per dumpster added or removed):

- 6 cubic yard $_________/Monthly $_________/Annually
- 8 cubic yard $_________/Monthly $_________/Annually

Roll off container one time pick up

- 20 cubic yard $_________
- 30 cubic yard $_________
- 40 cubic yard $_________

Cardboard Recycling Container (Optional for This Bid)

- Size___________ Cost $___________
FAMILIAL DISCLOSURE FORM

All bidders must complete the following familial disclosure form in compliance with MCL 380.1267 and attach this information to the bid. By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. (Ferndale Public Schools shall not accept a bid that does not include this sworn and notarized disclosure statement.) Disclose any familial relationship and complete the form below in its entirety: The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Signature(s):________________________________  Title:____________________________

Name of Firm:________________________________________________________________

STATE OF MICHIGAN )
COUNTY OF_______)

On this _______ day of _________, 20____, before me a Notary Public in and for said county,
personally appeared ____________________________________________, agent of the
said firm ________________________, and who acknowledged the same to be his free
act and deed as such agent.

__________________
Notary Public

__________________County,____________________

My commission expires on ______________
Acting in the County of ___________________
The undersigned, the owner or authorized officer of the below-named Contractor, pursuant to the compliance certification requirement provided in the Ferndale Public Schools (the “Owner”) Request For Proposals For Construction Services (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanction Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Owner’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

____________________________________
Name of Contractor

BY:___________________________________
Its:___________________________________
Date:_________________________________

STATE OF MICHIGAN )
) SS
COUNTY OF________)

On this _______ day of _________, 20____, before me a Notary Public in and for said county, personally appeared ____________________________________________, agent of the said firm ________________________, and who acknowledged the same to be his free act and deed as such agent.

______________________________
Notary Public

_________________________County,_________________
My commission expires on ________________
Acting in the County of _________________________
The undersigned, representing the bidding contractor, does by his/her signature affirm that he/she has read and understands all the terms and conditions of this document. Further, that he/she will abide by these terms and all applicable state, federal and local laws and regulations governing the waste disposal industry.

Company Name: ________________________________________________________

Address: _______________________________________________________________

________________________________________________________________________

Signature: __________________________________________________________________

Name: ____________________________________________________________________

Title: ____________________________________________________________________

Phone: ______________________ E-mail: ________________________________________

Date: ________________________