

CHIPPEWA VALLEY SCHOOLS

INVITATION TO BID

Trash and Recycling Removal Services ITB No. 5.1920

Bid Issue Date: March 8, 2019

Bid Opening: March 27, 2019 at 2:00 p.m.

Tentative Bid Award: April 15, 2019

**CHIPPEWA VALLEY SCHOOLS
19120 CASS AVENUE
CLINTON TOWNSHIP, MI 48038**

1. **PURPOSE** The Intent of this Invitation to Bid (ITB) is to establish a Service Contract with one (1) qualified Vendor(s) for all labor, equipment, vehicles, dumpsters and supplies required to perform Trash and Recycling Removal Services for Chippewa Valley Schools, herein referred to as District, in accordance with the specifications, terms and conditions stated herein.
2. **BACKGROUND** The District is located in Macomb County, in the Metro-Detroit area. The District has one preschool, 12 elementary schools, 4 middle schools, 2 high schools, 2 ninth grade center schools, one Construction Trades building, one Administration Complex, one Community Ed/Mohegan alternative education building, and one Maintenance Building.
3. **CONTRACT PERIOD** The period of this contract shall be from **July 1, 2019 through June 30, 2022**. Bidders submitting bids for less than the contract period specified may be cause for bid rejection. By mutual agreement of the Awarded Vendor and District, this contract may be renewed on an annual basis for an additional **three (3) one (1) year periods**. Written notice of District's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

If District elects to exercise the option to renew the contract for additional years on an annual basis, the contract price(s) shall be negotiated at time of renewal. Price shall not exceed the Awarded Vendor's submitted Unit Pricing in Add Alternate #1 as the maximum increase allowed for any extension period.

4. **BID DISCREPANCIES, OMISSIONS OR INTERPRETATIONS** Bidder shall promptly notify the District of any ambiguity, inconsistency, or errors which he/she may discover upon examination of the bid documents. Bidders requesting clarification or interpretation of the bid documents shall make a written request to the District to reach him/her at least seven (7) calendar days prior to the date for receipt of bids for transmittal to the District. Direct all questions to the Purchasing Supervisor:

Laura Harrington
Purchasing Supervisor
Chippewa Valley Schools
Phone: (586) 723-2150
Fax: (586) 723-2128
purchasing@cvs.k12.mi.us

Any interpretation, correction, or change of the bid documents will be made by written addendum by the District and issued by the District. Interpretations, corrections, or changes of the document made in any other manner will not be binding.

5. **ADDENDA** Each bidder shall ascertain prior to submitting his/her bid that he/she has received all addenda issued. Addenda issued during the time of bidding shall become part of the contract documents and receipt thereof shall be acknowledged on the bid proposal.

Addenda will be mailed or delivered to all who are known by the District to have a set of bid documents. Copies of addenda will be made available for inspection wherever bid documents are on file for that purpose.

6. **SUBMISSION OF BID** Bids shall be submitted in accordance with this ITB. Sealed bids clearly labeled "Trash and Recycling Removal Services ITB 5.1920" will be received by District until March 27, 2019 at 2:00 pm EST, at which time all bids will be publicly opened and read. Bidder shall submit duplicate copies of all required documents. Proposals are to be delivered to:

Laura Harrington
Purchasing Department
Chippewa Valley Schools
19120 Cass Avenue
Clinton Township, MI 48038

The envelope or package, sealed, addressed and identified as follows:

Name of Bidder Complete Address	Due Date ITB Title	Due Time ITB Number

Proposals received after this date and time will not be accepted. Emailed or faxed proposals shall not be accepted for any reason. Proposals will be considered firm for a period of 90 days from the bid opening date until time of bid award.

7. **SOLE BIDDER** It is the District's intent that this ITB permit competition. It shall be the Bidder's responsibility to advise the District in writing if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification shall be received by the District no later than seven (7) calendar days prior to the date set for acceptance of bids.

If only one bid is received in response to this ITB, a detailed cost proposal will be required of the single seller, if requested by District. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

8. **METHOD OF BIDDING** Bidders are required to bid on the entire bid package. Bidders that do not provide pricing for all requested costs may be disqualified. The costs shall include such items as overhead, profit, insurance, clean up, truck mileage, equipment, supplies, chemicals, tools, administrative costs, union pension fund, workman's compensation, unemployment insurance, social security, etc. No additional cost of any kind will be allowed during the contract.

Each bidder shall submit his/her proposal in the following ways:

1. Firm, Fixed Weekly Cost for Regular Trash and also for Recycling per Building.
2. Firm, Fixed Unit Cost for On-Call Rollaway Large Containers as needed per Building.
3. ADD ALTERNATE 1: Pricing for possible contract extension period will be negotiated with the District at the time of renewal, using the Awarded Vendor's submitted Pricing Schedule "not to exceed percent" as the maximum increase allowed for any extension period.

9. **REQUIRED DISCLOSURE** All Bidders must provide Iran Linked Business disclosure in compliance with Public Act 517 of 2012 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement that their business is NOT an Iran Linked Business. District will not consider a proposal without this disclosure statement.

10. **DISTRICT POINT OF CONTACT** The following employees of the District are identified to use all powers under the contract to enforce its faithful performance:

CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or her designee, shall serve as the interpreter of the conditions of the bid and contract and shall use all powers under the bid, resulting contract, and state and federal laws to enforce its faithful performance.

Laura Harrington, Purchasing Supervisor, phone: (586) 723-2150

TECHNICAL POINT-OF-CONTACT: The following individual shall work directly with the Awarded Vendor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract. This person shall NOT be contacted during the bidding process.

Larry Kleinhans, Custodial Supervisor, phone: (586) 723-2255

11. **BIDDER QUALIFICATION** All Bidders shall be fully outfitted companies, possessing appropriate equipment, vehicles and personnel, capable of performing any and all work normally encountered in this type of operation. Bidders that have a history of safety problems or high incidences of accidents will not be considered for award.

If requested, a Bidder shall be prepared to give full details as to the size and capability of his organization to fulfill the requirements of a potential contract with the District. Award will not be made to a company that the District has determined, in its sole opinion, to not have the capability and capacity to perform in a satisfactory manner.

12. **SCOPE OF WORK** Awarded Vendor shall collect refuse along with recycled loose paper and cardboard products, along with chemical disposal, which consists of general cleaning products such as waxes. Cleaners, and disinfectants. Product may be expired. Product may contain corrosive and / or acidic properties, but they are NOT toxic.

District will occasionally request on-call large rollaway service. District must be able to request on-call service via email or Awarded Vendor's online work order system. Awarded Vendor shall provide rollaway, 20 and 30 yard containers as requested by District, and District reserves the right to keep containers onsite until filled. District may dispose of furniture, landscaping and construction materials in these large containers.

Name and location of all sites, type of pick-up, quantity and size of dumpster, service days, and frequency of pick-ups are shown on the Bid Pricing Form. District may add or delete facility service under the resulting contract. District will provide 10 days' notice of any additional facility to be serviced. Additional facility will be added at the same unit price of a similar facility's schedule already covered under the contract. District reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the District. This suspension shall be without compensation to the Awarded Vendor.

13. **WORK SCHEDULE** Pickups shall be made in accordance with local ordinances. Pick-ups shall NOT be made between 8 am and 10 am, local time, and also between 2:00 pm and 4:00 pm, local time during school days for any reason. Any changes to the established schedule must have prior approval from the District's Custodial Supervisor, and shall be scheduled at the least disruptive time possible, and service shall not interfere with school operations.

Work schedule may vary from July 1 – September 1 each year, and will also vary depending on school activities. Service for summer months historically averages 12-15% of the school year service requirements. This percentage can change at any time. District does not guarantee any minimum or maximum amount of service. Awarded Vendor will be held to their pricing at all times.

14. **DUMPSTER REQUIREMENTS** The District does not own dumpsters. Our current contracted Vendor shall be responsible for removing all dumpsters the very end of June 2019, if not being recommended for a new contract. By signing this ITB response form, our current contracted Vendor expressly agrees to remove all such dumpsters at the very end of June 2019. Current contracted Vendor shall coordinate the removal of dumpsters with the District to ensure dumpster availability at all times.

The Awarded Vendor shall provide and deliver all dumpsters the very beginning of July 2019. Awarded Vendor shall coordinate the delivery of the new dumpsters with the District to ensure dumpster availability at all times. Dumpsters shall have a well-maintained appearance. Awarded Vendor shall also maintain dumpsters and containers in a satisfactory condition. Replacement dumpsters will be provided at Awarded Vendor's sole expense.

Dumpsters shall have the company logo visible on side of dumpster, along with a sticker specifying that dumping is illegal with applicable fines listed.

15. **CONTRACT REQUIREMENTS** All workers performing service under any resulting contract shall be licensed as required. All work performed within the codes, standards, and municipal ordinances of the community within which the property is located. All permits that may be needed shall be the responsibility of the Awarded Vendor to obtain.

Awarded Vendor is solely responsible for the success of their work. Where not more specifically described, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade involved, and shall include such equipment and vehicles regularly required or furnished for completion of the services. Performance will be evaluated based upon the expectation of a neat, concealed, clear and clean dumpster area at all times. All work shall be executed by personnel skilled in their respective lines of work.

Awarded Vendor shall take responsibility to correct and make whole all work errors at no extra cost to District. Vendor shall call (586) 723-2253 (while the truck is on-site) for all attempted pick-ups that are being missed due to District's interference, thereby providing the District an opportunity to remedy the situation prior to the truck leaving the site. Each missed pick-up without an emergency call will result in a \$10 (ten dollar) deduction from the invoice.

16. **SAFETY REQUIREMENTS** Awarded Vendor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during pick-ups. Safety is of prime concern to the District, and Awarded Vendor shall take all necessary steps to ensure safety during the performance of the contract. All possible safety hazards shall be corrected immediately and left in a safe condition the same day.

Awarded Vendor shall keep the premises clean of all rubbish and debris generated by the pickups and shall leave the premises neat and clean.

Awarded Vendor shall not rest, place or move heavy equipment or containers on District athletic fields for any reason at any time. The District does not assume any responsibility, at any time, for the protection of or for loss of Awarded Vendor's vehicles, materials, equipment or containers.

Awarded Vendor shall immediately contact the District's Custodial Supervisor to report all damages to District property or any third-party caused by either equipment or operator error. Awarded Vendor is responsible for all such damage. District reserves the right to repair all damages with other sources if the Awarded Vendor delays or fails to do so. Awarded Vendor shall then be back-charged for all costs required to complete this work.

17. **INSURANCE** Awarded Vendor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverage in the minimum amounts indicated for the entire duration of the contract. The below requirements should not be interpreted to limit the liability of the Awarded Vendor under this contract. All coverage shall be with insurance carriers Best rated a A minus VII or better, licensed and admitted to do business in Michigan, and acceptable to District. Certificates of such insurance shall be filed with District within ten (10) days after a contract is signed by both parties and prior to any work commencing.

- A. Employers / Umbrella Liability Insurance: limits of liability of \$2,000,000 per accident.
- B. Commercial General Liability Insurance: General liability not less than \$1,000,000 each occurrence, \$5,000,000 general aggregate, \$2,000,000 products completed operations aggregate, and \$1,000,000 personal/advertising injury.
- C. Workers' Compensation: covering Awarded Vendor's statutory obligations in the State of Michigan.
- D. Automotive Liability insurance with limits of \$1,000,000 per accident covering Awarded Vendor's owned, non-owned, and hired automobiles, as well as Michigan Property Protection Insurance as required by statute.
- E. Environmental / Pollution Liability: insurance with limits of \$5,000,000 to cover the clean-up, disposal and transportation of solid or other hazardous waste material. Insurance to cover bodily injury and property damage resulting from solid and hazardous waste material.

Awarded Vendor shall be liable for any deductible over \$1,000, applicable to any coverage. Chippewa Valley Schools shall be named as "Additional Insured". The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Chippewa Valley Schools, Purchasing Department, 19120 Cass Avenue, Clinton Township, MI 48038. If such insurance is not in force, District may, at its option, terminate and cancel the contract."

It is the Awarded Vendor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

18. **GENERAL TERMS AND CONDITIONS**

AVAILABILITY OF FUNDS: It is understood and agreed that District shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

AWARD OF CONTRACT: Award will be made to the lowest responsive and responsible

Bidder(s). District reserves the right to make an award either in whole or in part, whichever is deemed in the best interest of the District. The District reserves the right to reject any or all bids, in whole or in part, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of the District to be in its best interest. District reserves the right to make the sole determination of whether the proposal offered meets the minimum specifications and is acceptable in accordance with the specifications included in this ITB.

EXTRA CHARGES NOT ALLOWED: Bid prices shall be for complete work, ready for District use, and shall include all applicable charges; **extra charges will not be allowed for fuel surcharges, handling, disposal, stop offs, call-back services, on-call deliveries or work at multiple locations.**

FAILURE TO COMPLETE WORK: Failure to comply with the terms and conditions of this solicitation or to provide services identified in the solicitation and resulting contract at the firm-fixed prices quoted will be considered default of the contract award. Should the Awarded Vendor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Awarded Vendor. Awarded Vendor shall, in this instance, be responsible for any and all costs incurred by the District to procure such services elsewhere.

METHOD OF PAYMENT: The Awarded Vendor shall be paid on the basis of accurate MONTHLY (4-weeks) invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized District official, and upon satisfactory completion of services. Invoices shall list each building, each building's contracted weekly costs, and dumpster size and quantity in accordance with bid award.

Payment shall be made after satisfactory performance of services in accordance with the provisions thereof and upon receipt of a properly completed invoice. The District reserves the right to withhold any or all payments or portions thereof for Awarded Vendor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

NON-COLLUSION AFFIDAVIT/CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: In Accordance with State and Federal requirements, all Bidders shall submit with their bid **Non-Collusion Affidavit.** This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bid process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the bid.

STANDARD CONTRACT TERMS AND CONDITIONS

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by District, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Chippewa Valley Schools and its governing body, the Chippewa Valley School Board. The term "District" as used herein refers to the contracting entity which is the signatory on the contract. Bidder or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Purchasing Supervisor has been delegated authority for issuance of ITB, addendums, awards and contracts approved by and for District. In the discharge of these responsibilities, the Purchasing Supervisor may be assisted by delegating to other Business Office staff. Unless specifically delegated by the Purchasing Supervisor, no other District officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate District for indebtedness. Any contract made which is contrary to these provisions and authorities shall be of no effect and void, and District shall not be bound thereby.

CONDITIONS OF BIDDING

2. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation no later than seven (7) calendar days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Central Purchasing Office.
3. **DEBARMENT STATUS:** By submitting their bid, the Bidder certifies that he/she is not currently debarred by the State of Michigan or District from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.
4. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the service from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected, and the Bidder will be required to perform if his or her bid is accepted.
5. **ETHICS IN PUBLIC CONTRACTING:** By submitting a bid, Bidder certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
6. **INCLEMENT WEATHER:** Due to inclement weather conditions, District may elect to close schools and administration offices.
 - 6.1 In the event of a delay in school opening, all times shall remain as stated in the ITB.
 - 6.2 In the event that District closes, any bid openings will be held on the next business day the District experiences a normal opening at the time previously scheduled. No exceptions will be made in this matter.

7. **LATE BIDS:** To be considered for selection, bids must be received by the District by the designated date, time and location. The official time used in the receipt of bids is that time on the clock in the Central Office reception area.

Bids received in the Central Office after the date and time designated are non-responsive, automatically disqualified and will not be considered. District is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the Central Office by the designated date and time.

8. **MANDATORY USE OF DISTRICT FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official District form provided for that purpose may be cause for rejection of the bid. Modification of or additions to this solicitation may be cause for rejection of the bid; however, the Purchasing Supervisor reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, District may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid, which do not affect quality, quantity, price or delivery schedule.

9. **OFFICIAL NOT TO BENEFIT:**

- 9.1 Each Bidder certifies by signing a bid that to the best of his/her knowledge no District official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the Vendor, recipient, or both.

- 9.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid or contract and that the Vendor has failed to disclose such benefit or has inadequately disclosed it, District as a prerequisite to payment pursuant to the Vendor, or at any time may require the Vendor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- 9.3 In the event the Bidder has knowledge of benefits as outline above, this information should be submitted with the bid. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder shall address the disclosure of such facts to: Chippewa Valley Schools, Human Resources Department, 19120 Cass Avenue, Clinton Township, MI 48038. The ITB number shall be referenced in the disclosure.

10. **PRECEDENCE OF TERMS:** District intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

- The Sales Agreement Contract (highest precedence),
- Addenda,
- Specifications and drawings,
- ITB
- The signed bid submitted by the Vendor,
- Any Special Terms and Conditions,
- These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF BIDDERS:** Bidder shall possess the necessary equipment and experienced labor to fulfill the requirements of this ITB. Bidder shall have been in this business full time for a minimum of 5 years. District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to District all such information and data for this purpose as may be requested. District further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

12. **TIE BID:** If all bids are for the same unit price (including authorized discounts and delivery times), the Purchasing Supervisor shall award the contract to the tie bidder located within District boundaries. If there are more than one such tie bid, then the Purchasing Supervisor may, in his or her sole discretion, may divide the contract among the bidders (if the solicitation provided for multiple awards), or take into account other important factors. If there are no responsive and responsible local bidders, then the Purchasing Supervisor may, in his or her sole discretion, may divide the contract among the bidders (if the solicitation provided for multiple awards), or award to the bidder(s) considered most qualified for any reason. The decision of the District to make award to one or more such bidders shall be final.

13. **VENDOR REGISTRATION:** All vendors desiring to provide such services to District shall register on-line at <http://vendors.chippewavalleyschools.org/bids>.

14. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid may be amended and/or withdrawn by a Bidder if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid. Submission of a subsequent bid, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder on the same ITB.

Bid Proposals shall not be withdrawn after the bid due date and time for any reason.

SPECIFICATIONS

15. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of District in writing, in ample time before the opening of bids. No inquiries if received by District on or after the seventh day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by District, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders. Oral answers will not be authoritative.

16. **TESTING AND INSPECTION:** District reserves the right to conduct any test or inspection it may deem advisable to ensure services conform to the specification.

17. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer

named, but conveys the general style, type, character, and quality of the article desired. Any article which District in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the service being offered and to provide sufficient descriptive literature and technical detail to enable District to determine if the service offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID NON-RESPONSIVE.** Unless the Bidder clearly indicates in its bid that the service offered is "equal", such bid will be considered to offer the service referenced in the solicitation.

CONTRACT PROVISIONS

18. **SCOPE OF CONTRACT:** Awarded Vendor shall provide all necessary labor, tools, trucks, materials, equipment and resources as may be required to provide services in accordance with the specifications stated herein.

19. **ANTI-DISCRIMINATION:** By submitting their bid, and during the performance of this contract, the Vendor agrees as follows:

19.1 The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

19.2 The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.

19.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

20. **ANTI-TRUST:** By entering into a contract, the Vendor conveys, sells, assigns, and transfers to District all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Michigan, relating to the particular goods or services purchased or acquired by District under said contract.

21. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Michigan, and any litigation with respect thereto shall be brought in the courts of Macomb County, Michigan, except to the extent that Federal Court is appropriate. The Vendor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the State of Michigan.

22. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Vendor in whole or in part without the written consent of District.

23. **CHANGES TO THE CONTRACT:** District may order changes within the general scope of the contract at any time by written notice to the Vendor. Changes within the scope of the contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Vendor shall comply with the notice upon receipt. The Vendor shall be compensated for any additional

costs incurred as the result of such order and shall give District a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

24. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the ITB, the signed bid submitted by the Vendor, the Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Vendor on a Blanket Purchase Order.

25. **COOPERATIVE PURCHASING:** District may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the State of Michigan, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the ITB, if the ITB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

26. **INDEMNIFICATION:** Vendor shall indemnify, keep and save harmless District, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against District in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Vendor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Vendor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against District in any such action, the Vendor shall, at his or her own expense, satisfy and discharge the same. Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend District as herein provided. This protection shall be held in full force for a year after the completion of the work.

27. **MODIFICATION OF CONTRACT:** District may, upon mutual agreement with the Vendor, issue written modifications to the scope of work/specifications of this contract. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Purchasing Supervisor:

The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Vendor to proceed with the service and to keep, and present in such form as District may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by District and the Vendor.

28. **NON-DISCRIMINATION OF VENDORS:** Any potential Bidder or Vendor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character.

29. **PRICE REDUCTION:** If at any time after the date of the bid the Vendor makes a general price reduction in the comparable price of any service covered by the contract to customers generally, an equivalent price reduction based on similar considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of a service offered (1) to Vendor's customers generally, or (2) in the Vendor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price would not be considered a "general price reduction" under this provision. The Vendor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Vendor in addition will within ten days of any general price reduction notify the District of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by District.

30. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to provide services in accordance with the contract terms and conditions, District, after due oral or written notice, may procure service from other sources and hold the Vendor responsible for any resulting additional costs. This remedy shall be in addition to any other remedies which District may have. Specifically:

30.1 If, through any cause, the Vendor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Vendor violates any of the covenants, agreements, or stipulations of the contract, District shall thereupon have the right to immediately terminate the contract. In such event, Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

30.2 Notwithstanding the above, the Vendor shall not be relieved of liability to District for damages sustained by District by virtue of any breach of contract by the Vendor. District may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due to District from the Vendor is determined.

31. **TERMINATION FOR CONVENIENCE:** District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Purchasing Supervisor determines that such a termination is in the best interest of District. Any such termination shall be effected by delivery to the Vendor, at least 30 days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Vendor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

32. **FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance

with the Michigan Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- 32.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 32.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that District decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.
- 32.3 Bids and proposal records shall be open to the public only after award.
- 32.4 Any Bidder who responds to an ITB shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event District decides not to accept any of the proposals and to resolicit.
- 32.5 Trade secrets or proprietary information submitted by any Bidder in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Michigan Freedom of Information Act if the Bidder or Vendor invokes the protection in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.
- 32.6 Nothing contained in this section shall be construed to require District to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to District.

DELIVERY/PAYMENT PROVISIONS

- 33. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted by the Vendor(s) directly to the payment address shown on the contract. **All invoices shall be in the same legal name of the Vendor as indicated on the Contract.**
- 34. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or work completion, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
- 35. **PAYMENT TO SUBCONTRACTORS:**
 - 35.1 A Vendor awarded a contract under this solicitation is hereby obligated to:
 - 35.1.1 Pay the subcontractor(s) within seven (7) days of the Vendor's receipt of payment from District for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 35.1.2 Notify the District and the subcontractor(s), in writing, of the Vendor's intention to withhold payment and the reason for such.
 - 35.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Vendor that remain unpaid seven (7) days following receipt of payment from District except for amounts withheld as stated in the paragraph above. The date

of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of District, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

- 35.3 A Vendor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of District or any participating jurisdiction.
- 36. **TAX EXEMPTION:** District is exempt from the payment of federal excise or Michigan Sales and Use Tax. The bid price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by District. A copy of the District's Sales and Use Tax Certificate Exemption is available upon request.

BIDDER/VENDOR REMEDIES

- 37. **ACCEPTANCE OF BIDS BINDING 90 DAYS:** Unless otherwise specified in the ITB, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 38. **AWARD OR REJECTION OF BIDS:** The Purchasing Supervisor shall award the contract to the lowest responsive and responsible Bidder complying with all provisions of the ITB, provided the bid price is reasonable and it is in the best interest of District to accept it. The Purchasing Supervisor reserves the right to award a contract by individual categories, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of the District. The Purchasing Supervisor also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a Bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to provide the service required;
- b. Whether the Bidder can provide the service promptly, or within the time specified, without delay or interference;
- c. The Bidder's character, integrity, reputation, judgment, experience and efficiency;
- d. The quality of performance from previous contracts or services;
- e. The Bidder's compliance with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the Bidder to provide the service;
- g. The quality, availability and adaptability of the services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions and exceptions attached to the bid;
- j. Whether the Bidder is in arrears to District on debt or contract or is a defaulter on surety to District or whether the Bidder's

taxes or assessments are delinquent; and

- k. Such other information as may be secured by Purchasing Supervisor having a bearing on the decision to award the contract.

39. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with District which is not disposed of by agreement shall be declared by the Purchasing Supervisor, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Vendor within ten (10) days. The decision of Purchasing Supervisor shall be final and conclusive unless the Vendor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Vendor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

40. **DELIVERY/SERVICE FAILURES:** Failure of a Vendor to deliver containers and services within the time specified, or within reasonable time as interpreted by District, or failure to make replacements or corrections of rejected equipment or services when so requested, immediately or as directed by District, shall constitute grounds for District to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or equipment rejected or not delivered. On all such purchases, the Vendor shall reimburse District, within a reasonable time specified by District, for any expense incurred in excess of contract prices, or, in District's sole discretion, District shall deduct the cost of Cover from any amounts due to Vendor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, District reserves the right to use equipment delivered or services performed which are substandard in quality, subject to a reasonable adjustment in price to be determined by District.

41. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** Vendor shall not institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

42. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Supervisor no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Supervisor shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.

42.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Purchasing Supervisor shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by District. Where the award has been made and performance has begun, the Purchasing Supervisor may declare the contract void upon a finding that this action is in the best interest of the District. Where a contract is declared void, the performing Vendor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Vendor be entitled to lost profits.

42.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in

accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

42.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

BID PROPOSAL FORM

CHIPPEWA VALLEY SCHOOLS

INVITATION TO BID – Trash and Recycling Removal Services 5.1920

The undersigned understands that the District reserves the right to reject any and all bids in whole or in part, and to waive informalities and irregularities in bidding. District also reserves the right to hold bids for a period of 90 days from bid opening date. If in the District's opinion it is in their best interest, the contract may be awarded to other than the lowest Bidder for any reason.

If award is made to us under this proposal, we agree to enter into an Agreement with District to furnish services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, drawings and specifications.

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in this ITB. 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 District, 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 District, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with District.

I hereby certify that I am authorized to sign as a Representative for the Firm. Include the name, title, and signature of individual duly authorized to execute contracts.

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

Name: _____

Title: _____

Signature: _____

ADDENDA

The undersigned acknowledges receipt of the following addenda, if issued by District:

Addendum # _____ dated _____ Addendum # _____ dated _____

PRIMARY ACCOUNT REPRESENTATIVE INFORMATION

If awarded this bid, Bidder shall assign a dedicated local sales representative to handle our account.

Name of Local Sales Representative: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

Years in Business: _____ Number of Michigan School District Customers: _____

SERVICE GUARANTEE

Bidder shall detail the service guarantee that they are offering the District:

TYPE OF REFUSE NOT INCLUDED IN PRICING _____

SUBCONTRACTORS List any and all subcontractors to be used for services or containers: _____

Subcontractor is included within Bidder’s Liability Insurance Coverage: . Yes No

EXCEPTIONS Vendor shall detail below all exceptions to the bid and/or contract terms and conditions:

BID ACKNOWLEDGEMENTS

Bidder has read and understands the bid instructions, specifications and requirements thoroughly Yes No

Bidder acknowledges that all bid proposals will be evaluated as “submitted” Yes No

Bidder acknowledges any and all exceptions to the bid specifications on the Bid Proposal Form Yes No

Bidder acknowledges that the District may at their option reject any or all bids, and award to the Bidder(s) with the most advantageous proposal. Yes No

Bidder agrees to hold their pricing firm for 36 months Yes No

Bidder has physically seen the locations . Yes No

Bidder agrees to furnish and deliver all required dumpsters the very beginning of July 2019 Yes No

PARAGRAPH PERTAINS TO DISTRICT'S CURRENT CONTRACTED VENDOR ONLY:

My signature certifies that our firm shall be responsible for removing all owned dumpsters on District property the very end of June 2019, if our firm is not being recommended for a new contract with District. By signing this ITB Bid Proposal Form, we expressly agree to remove such dumpsters at this time. Furthermore, we agree to coordinate the removal of dumpsters with the District to ensure dumpster availability at all times.

Initials of Authorized Representative: _____ Date: _____

BIDDER REFERENCES

QUALIFICATION OF BIDDER: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.

YEARS IN BUSINESS: Indicate the length of time the Bidder has been in full-time business providing the service in this ITB: _____ Years

REFERENCES: Bidders shall provide a listing of at least three (3) references for which the company has provided specified services of the same scope within the last three (3) years.

1	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.

2	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.

3	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.

BID PRICING FORM

Location	Regular Trash - School Year				Regular Trash - Summer		Recycling - School Year				Recycling - Summer		
	# Dumpsters	Dumpster (yard)	Freq	WEEKLY COST	Freq	WEEKLY COST	# Dumpsters	Dumpster (yard)	Freq	WEEKLY COST	Freq	WEEKLY COST	
ADMIN BLDG	1	6	M,W,F		M,W,F		2	6	M,W,F		M, TH		
ADMIN BLDG	1	6	M, TH		M,TH								
ADMIN BLDG	1	3	M, TH		M,TH								
ADULT ED /MOHEGAN	1	6	M, TH		ON CALL BASIS		1	6	M		ON CALL BASIS		
CHIPP VALLEY HS RECEIVING	3	6	M-F				2	6	M,T,W,TH				
CHIPP VALLEY HS AUTO	1	6	W				1	6	W				
CHIPP VALLEY 9TH GRADE	2	6	M,W,F				1	6	M, TH				
DAKOTA HS RECEIVING	3	8	M-F				1	6	M,W,F				
DAKOTA HS AUTO	1	6	M,W,F										
DAKOTA 9TH GRADE	1	8	M-F				1	6	M, TH				
ALGONQUIN MS	1	8	M,W,F				1	6	M, TH				
CHEROKEE ELE	1	6	M,W,F				1	6	M, TH				
CHEYENNE ELE	1	8	M,W,F				1	6	M, TH				
CLINTON VALLEY ELE	1	8	M,W,F				2	6	M				
ERIE ELE	1	8	M, TH			M, TH		1	6	M, TH			
FOX ELE	1	8	M,W,F			ON CALL BASIS		1	6	M, TH			
HURON ELE	1	8	M,W,F					1	6	M, TH			
IROQUOIS MS RECEIVING	1	8	M,W,F				1	6	M,W,F				
IROQUOIS MS WOOD SHOP	1	6	M, TH										
LITTLE TURTLE PRESCHOOL	1	6	M, TH		M		1	6	M		M		
MAINTENANCE BLDG	1	6	M		M								
MIAMI ELE	1	8	M, TH		ON CALL BASIS		1	6	M, TH		ON CALL BASIS		
MOHAWK ELE	1	6	M,W,F				1	6	M, TH				
OJIBWA ELE	1	8	M,W,F		M, TH		1	6	M, TH				
OTTAWA ELE	1	6	M, TH		M, TH		1	6	M				
SENECA MS	2	8	M,W,F		ON CALL BASIS		1	6	M,W,F				
SEQUOYAH ELE	1	8	M,W,F				1	6	M, TH				
SHAWNEE ELE	1	8	M,W,F				1	6	M, TH				
WYANDOT MS	1	8	M,T,W,F				1	6	M,W,F				
Separate Invoices Needed for Below Locations:													
CHIPP VALLEY HS STADIUM	1	6	ON CALL BASIS		ON CALL BASIS								
DAKOTA TRADES BLDG	1	6	1 day / month										
GRAND TOTAL WEEKLY COST				\$		\$				\$		\$	

OTHER UNIT PRICES

Bidder shall submit unit prices for District's consideration and use for on call services.

ON CALL COLLECTION SERVICES:

- A. Refuse Collection Service. This service will be utilized at multiple school buildings every July 1 – September 1. Chippewa Valley High School's Stadium also utilizes on-call collection services all 12 months. Buildings subject to change each summer.

4 yard Dumpster: \$ _____ Maximum Tonnage Allowance: _____

6 yard Dumpster: \$ _____ Maximum Tonnage Allowance: _____

8 yard Dumpster: \$ _____ Maximum Tonnage Allowance: _____

- B. Recycling Collection Service. This service will be sparingly used every July 1 – September 1. Buildings subject to change each year.

6 yard Recycling: \$ _____ Maximum Tonnage Allowance: _____

ON CALL LARGE COLLECTION SERVICES:

Refuse Collection Service. This service will be utilized at the Maintenance Building throughout the year. Other buildings subject to change. Large dumpster service shall not require a minimum or maximum number of days prior to pickup or removal.

20 yard Dumpster: \$ _____ Maximum Tonnage Allowance: _____

30 yard Dumpster: \$ _____ Maximum Tonnage Allowance: _____

VOLUNTARY ALTERNATE PRICING

The Bidder may offer service or equipment with better qualities and performance, and / or offer alternative modes of service, in substitution for those specified which he feels would be in the District's financial interest to accept. The Bidder shall include sufficient specification data that will, together with any other data the District may require, enable the District to assess the acceptability of the equipment or service. District's decision shall be final.

1. DEDUCT (Credit) AMOUNT FROM TOTAL WEEKLY SERVICES

Trash \$ _____/per pickup Recycling \$ _____/per pickup

DESCRIPTION OF VOLUNTARY ALTERNATE: _____

CASH DISCOUNT

Payment Discount: District pays invoices within a reduced, specified period of time: _____

ADD ALTERNATE 1: CONTRACT EXTENSIONS

Pricing for annual contract extension periods will be negotiated on an annual basis, with the District using the Vendor's Add Alternate One listed here as the maximum increase allowed for any extension period, calculated from Bid Pricing costs: _____% maximum annual increase.

Non-Collusion Affidavit

State of _____ ; Bid No. _____

County of _____ ;

I state that I am _____ of _____
Title Name of Firm

I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1. The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other Bidder or potential Bidder.
- 2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5. My firm, its affiliates, subsidiaries, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important, and will be relied on by Chippewa Valley Schools in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Chippewa Valley Schools of the true facts relating to submission of bids for this contract.

Company Name: _____

Name: _____

Title: _____

Signature: _____



Chippewa Valley Schools District Map

CHIPPEWA VALLEY SCHOOLS ADMINISTRATION BUILDING

1 19120 Cass Avenue
Clinton Twp., MI 48038
PHONE: (586) 723-2000
FAX: (586) 723-2001

COMMUNITY EDUCATION CENTER

2 19230 Cass Avenue
Clinton Twp., MI 48038
PHONE: (586) 723-2050
FAX: (586) 723-2051

MOHEGAN HIGH SCHOOL

2 19230 Cass Avenue
Clinton Twp., MI 48038
PHONE: (586) 723-2080
FAX: (586) 723-2051

ALGONQUIN MIDDLE SCHOOL

3 19150 Briarwood Lane
Clinton Twp., MI 48036
PHONE: (586) 723-3500
FAX: (586) 723-3501

CHEROKEE ELEMENTARY

4 42900 Rivergate Drive
Clinton Twp., MI 48038
PHONE: (586) 723-4800
FAX: (586) 723-4801

CHEYENNE ELEMENTARY

5 47600 Heydenreich
Macomb, MI 48044
PHONE: (586) 723-5000
FAX: (586) 723-5001

CHIPPEWA VALLEY HIGH SCHOOL

6 18300 Nineteen Mile Road
Clinton Twp., MI 48038
PHONE: (586) 723-2300
FAX: (586) 723-2301

CVHS 9th GRADE CENTER

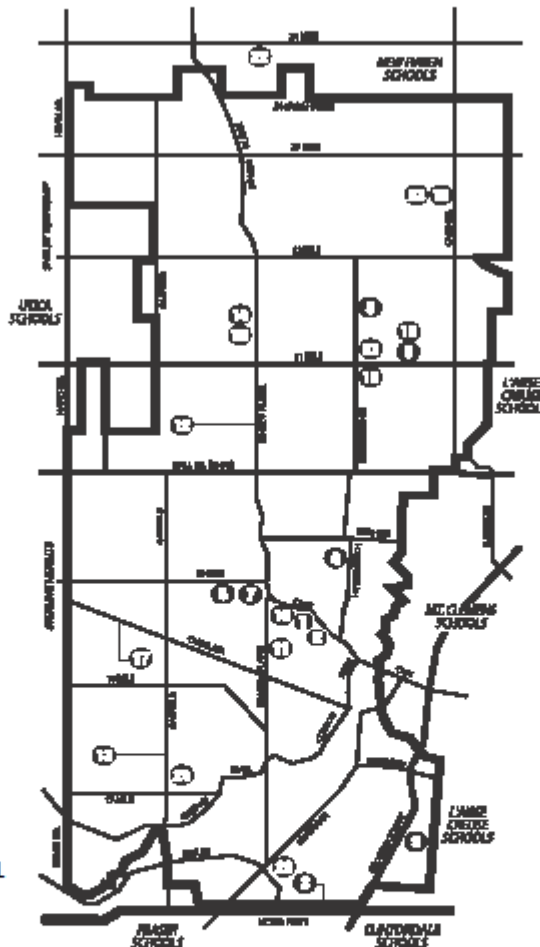
7 42755 Romeo Plank Rd.
Clinton Twp., MI 48038
PHONE: (586) 723-3100
FAX: (586) 723-3101

CLINTON VALLEY ELEMENTARY

8 1260 Mulberry
Mt. Clemens, MI 48043
PHONE: (586) 723-5200
FAX: (586) 723-5201

DAKOTA HIGH SCHOOL

9 21051 Twenty-One Mile Road
Macomb, MI 48044
PHONE: (586) 723-2700
FAX: (586) 723-2701



DHS 9th GRADE CENTER

10 21055 21 Mile Road
Macomb, MI 48044
PHONE: (586) 723-3300
FAX: (586) 723-3301

ERIE ELEMENTARY SCHOOL

11 42275 Romeo Plank Road
Clinton Twp., MI 48038
PHONE: (586) 723-5400
FAX: (586) 723-5401

FOX ELEMENTARY SCHOOL

12 17500 Millstone Drive
Macomb, MI 48044
PHONE: (586) 723-5600
FAX: (586) 723-5601

HURON ELEMENTARY SCHOOL

13 15800 Terra Bella
Clinton Twp., MI 48038
PHONE: (586) 723-5800
FAX: (586) 723-5801

IROQUOIS MIDDLE SCHOOL

14 48301 Romeo Plank Road
Macomb, MI 48044
PHONE: (586) 723-3700
FAX: (586) 723-3701

LITTLE TURTLE PRESCHOOL MACOMB

15 50375 Card Rd.
Macomb, MI 48044
PHONE: (586) 723-6950
FAX: (586) 723-6951

MAINTENANCE DEPARTMENT

16 42278 Romeo Plank Rd.
Clinton Twp., MI 48038
PHONE: (586) 723-2250

MIAMI ELEMENTARY SCHOOL

17 41290 Kentvale
Clinton Twp., MI 48038
PHONE: (586) 723-6000
FAX: (586) 723-6001

MOHAWK ELEMENTARY SCHOOL

18 48101 Romeo Plank Road
Macomb, MI 48044
PHONE: (586) 723-6200
FAX: (586) 723-6201

OJIBWA ELEMENTARY SCHOOL

19 46950 Heydenreich
Macomb, MI 48044
PHONE: (586) 723-6400
FAX: (586) 723-6401

OTTAWA ELEMENTARY SCHOOL

20 18601 Millar
Clinton Twp., MI 48036
PHONE: (586) 723-6600
FAX: (586) 723-6601

SENECA MIDDLE SCHOOL

21 47200 Heydenreich
Macomb, MI 48044
PHONE: (586) 723-3900
FAX: (586) 723-3901

SEQUOYAH ELEMENTARY SCHOOL

22 18500 24 Mile Road
Macomb, MI 48042
PHONE: (586) 723-7000
FAX: (586) 723-7001

SHAWNEE ELEMENTARY SCHOOL

23 21555 Vesper
Macomb, MI 48044
PHONE: (586) 723-6800
FAX: (586) 723-6801

WYANDOT MIDDLE SCHOOL

24 39490 Garfield
Clinton Twp., MI 48038
PHONE: (586) 723-4200
FAX: (586) 723-4201

chippewavalleyschools.org

CONTRACT ACKNOWLEDGMENT

CHIPPEWA VALLEY SCHOOLS
TRASH AND RECYCLING SERVICES RFB 5.1920

CONTRACT PERIOD: July 1, 2019 through June 30, 2022.

CONTRACT EXTENSIONS: Three (3) optional annual extensions upon mutual written agreement.

I.

Conditioned upon Vendor being awarded by the Chippewa Valley School Board of Education, or award being made administratively, the terms and conditions set out in ITB 5.1920, and upon order of the Township of Clinton, Michigan, Vendor does hereby agree to provide container refuse and recycling collection services to Chippewa Valley Schools in accordance with the terms of Vendor's submitted Bid Proposal and Pricing Forms and the Specifications in above referenced ITB, the services listed in the ITB as awarded to Vendor in the Board of Education resolution awarding such bid to Vendor. Execution of said Resolution shall evidence Chippewa Valley Schools' acceptance of this contract.

II.

Chippewa Valley Schools agrees to pay Vendor for all services at the unit price listed upon the Bid Proposal and Pricing Forms with payment being subject to any discount terms and annual percentage increases stated therein, and subject to any payment terms contained elsewhere within this contract and its attachments.

III.

It is understood that the following documents: the Invitation to Bid and Vendor's Bid Proposal are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification as to quantities and quality herein provided, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Clinton Township, Michigan. This contract is made and is to be performed in Clinton Township, Michigan.

VI.

If Vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Vendor by the Purchasing Supervisor of Chippewa Valley Schools. Chippewa Valley Schools reserves the right to terminate or cancel this contract, in whole or in part, immediately for due cause or upon thirty days' notice for any reason.

Vendor Information:

District Information:

Company Name _____

CHIPPEWA VALLEY SCHOOLS

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____