

## **REQUEST FOR PROPOSAL Waste Disposal Services**

Lenawee Intermediate School District (LISD), located in Adrian, MI, is seeking to procure proposals for waste disposal services as described in the attached specifications.

Sealed bids will be accepted until **10:00 a.m. on Wednesday, September 10, 2024**

Bids are to be delivered to:

Tom Kasefang  
Director of Facilities & Maintenance  
4107 N. Adrian Hwy  
Adrian, MI 49221  
Phone: 517-265-1709

Envelopes containing bids shall be sealed and clearly marked "Waste Disposal Services Bid". The outside of the envelope shall list the name and address of the bidder. Questions concerning this Request for Proposal should be directed to Tom Kasefang, Director of Facilities & Maintenance at 4107 N. Adrian Hwy, Adrian, MI, 49221. Email: [tom.kasefang@lisd.us](mailto:tom.kasefang@lisd.us)

### **Instructions to Bidders**

1. The bidder shall be responsible for reading this entire document, reviewing all enclosures and attachments, and complying 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, faxed, or e-mailed bids will not be accepted.
4. No bidder may withdraw a proposal after submission of the proposal to the LISD except in a case where a bidder demonstrates to the LISD's satisfaction that a material and substantial mistake was made in preparing the proposal, in which event the bidder has 24 hours after receipt of the bid to deliver to the LISD, a notice in writing that he/she desires to withdraw his/her proposal and stating the reasons therefore. Once a proposal is withdrawn, it may not be re-submitted.
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. The LISD reserves the right to waive any informalities, immaterial omissions, or defects in any proposal. In the case of an error in the extension of prices in the bid or other arithmetical error, the unit (line-item) price shall govern.
7. LISD is exempt from state, federal, and local taxes and will not pay any state, federal, or local taxes unless the selected vendor can prove, to the satisfaction of the LISD, that the LISD is not exempt. The LISD will provide the selected vendor with a certificate of exemption.
8. The Board of Education reserves the right to accept or reject any or all bids, to waive irregularities or defects, and to accept other than the low bid when deemed to be in the best interest of the LISD.  
Following Board of Education approval, LISD will enter into a contract with the lowest, responsive bidder that meets the functional requirements and needs expressed by the

specifications. A draft copy of the proposed waste management services agreement is attached to this RFP for review by respondents. Respondents must include with their proposal any specific contract terms or conditions with which they take exception. Such will be considered in the review and analysis of proposals received by the LISD. Failure to identify any exceptions to the contract signifies acceptance of the terms and conditions.

9. 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.

10. 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.

11. 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.

12. The contractor agrees to hold LISD, 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.

13. LISD requires the successful bidder to procure and maintain for the duration of any work performed, commercial general liability with LISD listed as an additional insured. The preferred limit for general liability is \$1,000,000. Also required is workers' compensation insurance, with LISD listed as the certificate holder. LISD must receive and accept the certificate of insurance each year. The required policies and certificates are to be endorsed to give the LISD at least 30 days' notice of cancellation or material reduction of insurance coverage.

14. Respondents must include completed and notarized copies of the LISD's Bid forms, which are: (1) Familial Disclosure Statement, (2) Conflict of Interest Certification, (3) Suspended or Debarred Vendor, (4) Iran Economic Sanctions Act, and (5) Michigan-based Business Certification, if applicable.

15. The LISD may conduct background checks on individuals who will be working on LISD property, due to the proximity to and potential for interaction with LISD students. As is permitted by applicable Federal and State law, **LISD reserves the right to deny access to any individual(s) based upon the results of background checks.**

**16. The LISD reserves the right to reject any and all proposals received with or without cause, and reserves the right to select the proposal which is determined to be in the best interest of the LISD.**

17. MICHIGAN-BASED BUSINESS CERTIFICATION AND VERIFICATION FORM  
Consistent with Michigan law, the LISD has adopted and implemented a policy that extends a preference to Michigan-based businesses submitting a proposal pursuant to

this request for proposals. Solely for the purposes of determining the value of a bid for purposes of an award, the bid price of a Michigan-based business that is bidding in accord with this request for proposals shall be reduced by a factor of the lesser of 5% or \$10,000. For all other purposes, the bid price shall remain as stated in the proposal. In order to be considered for such a preference, a bidder must satisfy the definition of a Michigan-based business as found in MCL 18.1268 and shall provide a completed copy of the consent form affixed to this RFP, as well as any additional consent necessary to permit LISD to verify the firms' status as a Michigan based

business through the Michigan Department of Treasury. Additional consent must be provided by the bidder with 24 hours of request by LISD. Failure to satisfy the statutory definition of a Michigan based business and/or failure to provide the necessary and/or additional consent to permit the LISD to verify the proposer's status as a Michigan based business through the Michigan Department of Treasury, shall result in the forfeiture of any preference for which the bidder may qualify, including, but not limited to the Michigan-based business preference. Qualified firms should affix a completed copy of the attached Michigan-based business certification and verification form which is attached to this RFP. (*This form applies to Michigan-based businesses only.*)

## **Bid Specifications**

1. Detailed information regarding the desired services for each LISD location is included in article A.
2. Monthly invoices must be sent to LISD providing the following information for each pick-up location:
  - Size of dumpsters
  - Number of trash pickups per week, per dumpster
  - Days of week trash is picked up
  - Approximate time of day of trash pickups.
3. Bids shall include **all fees** for both a one-year contract period and a three-year contract period effective December 1, 2024.
4. Bids shall include pricing for waste disposal & recycling pick up.
5. The contractor shall be responsible for any damage to a building or other property caused by his workers while performing the work indicated in these specifications.
6. 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.
7. 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 Director of Facilities & Maintenance as soon as possible. However, this action will not relieve the contractor of his 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. Any missed scheduled pickup should be reflected in the invoice.
8. 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 LISD. LISD shall notify the contractor of the need for the replacement of any unsatisfactory container.
9. The successful bidder for waste disposal shall contact Tom Kasefang, Director of Facilities & Maintenance, to schedule a time to visit each building area and to familiarize himself with container locations and access to the area. 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.

10. LISD reserves the right to terminate its contract for any reason with a 90-day written notification.

11. 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.

12. The selected contractor will be responsible for the costs of all damage to LISD property, including, but not limited to dumpster enclosures, and the LISD will deduct the cost of repair from the contractor's invoiced amount, thus reducing the total amount due to contractor by an amount equal to the LISD's cost for repairing the damage.

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Trash & Recycling Services by Building								
Building	Size	Number of Containers	Trash or Recycling	Pick-up Days	Specifications	1 year Contract	2nd year	3 year Contract
LISD TECH Center	8 yd	1	Recycling	M				
1372 N. Main Street	8 yd	1	Trash	M,W,F				
Adrian, MI 49221	8 yd	2	cardboard	M	Corrugated Only			
Education Service Center	4 yd	1	Trash	M,W,F				
4107 N. Adrian Hwy.	4 yd	1	cardboard	M				
Adrian, MI 49221	Residential Trash Carts 2 yd				As Needed			
Porter Center	4 yd	3	Trash	M,W,F				
2946 Sutton Rd.	8 yd	1	Recycling	M				
Adrian, MI 49221	Residential Trash Carts 2 yd				As Needed			
Porter Center Transportation	4 yd	3	Trash	M				
2946 Sutton Rd.		1	Recycling	M				
Adrian, MI 49221								
Trenton Hills Learning Center	6 yd	1	Trash	Mondays				
1002 W. Maple Ave.								
Adrian, MI 49221								
Center for a Sustainable Future	8 yd	1	Trash	Monday				
4260 Tipton Hwy.								
Adrian, MI 49221								
TECH Center North	8 yd	1	Trash	Monday				
1376 North Main St.								
Adrian, MI 49221								

\*Please include all charges and fees associated with this service in your bid price. The total bid price should reflect ALL charges, fees, and additional costs that will be incurred by the Lenawee Intermediate School District.

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, he/she will abide by these terms and all applicable state, federal, and local laws and regulations governing the trash removal industry.

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

Address: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_