

Wayland Union Schools

850 E. Superior Street
Wayland, MI 49348



REQUEST FOR PROPOSALS For Solid Waste Disposal Program

Open Date: March 4, 2021
Submittal Deadline: April 1, 2021 – 2 p.m.
To Begin: July 1, 2021
Duration: Three (3) years, plus the option of two (2) – one (1) year renewals for a total of five (5) years.

I. OVERVIEW

1.1. PURPOSE

The purpose of the Request for Proposals (“RFP) is for Wayland Union Schools District (collectively the “School District”) to obtain proposals from qualified contractors for solid waste disposal services for eight (8) locations within the Wayland Union Schools District.

1.2. SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s **anticipated timeline** for its selection process is:

Issuance of this RFP	March 4, 2021
Deadline for written Requests for Clarifications	March 15, 2021 (4 p.m.)
DUE DATE FOR PROPOSALS	April 1, 2021 (2 p.m.)
Public Bid Opening	April 1, 2021 (2 p.m.)
School District consideration of the Contract	April 1, 2021 – April 15, 2021
Board of Education 1 st Review	April 19, 2021
Commencement of Contract	July 1, 2021

PLEASE NOTE: The School District reserve the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

April 1, 2021 at 2 p.m. EDT (the “Due Date”)

2.1.1. Proposal Envelope: The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
SOLID WASTE DISPOSAL PROGRAM
[Contractor’s Name]
[Contractor’s Address]
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follow:

WAYLAND UNION SCHOOLS
Attention: Patricia A. Velie
850 E. Superior Street
Wayland, MI 49348

- 2.1.2. **Late Proposals**: Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 2.1.3. **Returned Proposals**: All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up at its sole cost and expense.
- 2.1.4. **Signed Original Proposal**: Each Proposal must be an original and hard copy and signed by an authorized member of the Contractor's firm. This member should be the highest ranking officer at the local level. NO ORAL, FAX, or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 2.1.5. **Copies of Proposal**: The Contractor shall also submit with the signed original Proposal, one (1) complete copy of the signed original Proposal.
- 2.1.6. **Opening of Proposals**: At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend. No immediate decision will be rendered. **Should Pandemic restrictions be in place, all bidders will receive an invite to a Zoom RFP opening.**
- 2.1.7. **Email Clarifications**: The School District intends to communicate with Contractors via email (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include email.
- 2.1.8. **Additional Requests for Clarification**: Prospective Contractors may request that the School District clarify information contained in the RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests for Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request for Clarification received after **March 15, 2021 (4 p.m.)**. Requests for Clarification and inquiries must be made via email. All Requests for Clarification and inquiries must be made via email. All Requests for Clarification must be directed to Patricia A. Velie, Assistant Superintendent of Finance and Operations, Wayland Union Schools, at veliep@waylandunion.org (Subject Line: Solid Waste Disposal Program RFP Request for Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District's website (District; Administration; Bid Requests). It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.
- 2.1.9. **Restrictions On Communication**: From the issue date of the RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except additional Requests for Clarification in accordance with Paragraph 2.1.8 above, or as otherwise required by applicable law.

- 2.1.10. Addenda to the RFP:** All addenda will be issued through the School District's website and all addenda shall become a part of the RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.
- 2.1.11. RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that the RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request for Clarification or other written response thereto, or in the Proposal.
- 2.1.12. Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 2.1.13. Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.
- 2.1.14. Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- 2.1.15. Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 2.2. Bid Security:** Bid security by a qualified surety in the form of a bid bond, certified check, or cashier check in an amount equal to the total bid price for solid waste removal for the entire district for one month (4 weeks) is required to be submitted with bid submittal to be considered for award. Bid bonds shall be duly executed by the bidder as principal and having as surety thereon, a company authorized to execute such in the State of Michigan. Bid bond shall pledge that the bidder, with the understanding that if his/her bid is accepted, will enter into a contract with the Owner for the bid category (ies) stated in his/her bid.

Bid securities will be returned to successful bidders after a contract agreement has been executed, and acceptance of required bonds and insurance is made. The bid security of bidders not under consideration for award of contract will be returned by the Owner in a timely manner. The bid security obliges shall be (School District) and shall become its property in the event that the bidder fails, within fifteen (15) days of notice of award to execute the contract agreement. The bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- 2.3. **Performance and Payment Bond**: Performance and payment bonds will **not** be required on this project.
- 2.3.1. **Irrevocability of Proposals**: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.
- 2.3.2. **Collusive Bidding**: The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

2.4. **PROPOSAL REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1, and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the “Contract” and referred to throughout the Contract as the “Agreement”) (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor’s opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent, exceptions, or special considerations or conditions are expressly set forth in the Contractor’s Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor’s Proposal.

Each Proposal must include, at a minimum, the following:

- 2.4.1. A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor’s opinion are not applicable to, the Contractor.
- 2.4.2. References – Each Proposal must include detailed evidence that the Contractor is currently or in the past provided Work for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of work provided. This should include school districts of similar size and scope as the School District.

- 2.4.3. Evidence of the Contractor's ability to provide adequate insurance coverage as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 2.4.4. Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.
- 2.4.5. A completed Proposal Pricing Form provided as ATTACHMENT A.
- 2.4.6. A completed Familial Disclosure Affidavit provided as ATTACHMENT B.
- 2.4.7. A completed Iran Economics Sanctions Act Affidavit of Compliance provided as ATTACHMENT C.

2.5. CONTRACTOR RESPONSIBILITIES

- 2.5.1. The Contractor will be responsible for the pick-up and disposal of all non-hazardous waste generated by the Owner based on specifications and unit pricing.
- 2.5.2. The bidder shall be responsible for making site visitations. Each bidder shall be held to have compared the premises with the specifications and to be satisfied as to the conditions affecting the services to be provided before delivery of its proposal. No allowance or extra consideration on behalf of any bidder will subsequently be allowed by reason or error or oversight on part of the bidder.
- 2.5.3. Contractor shall be responsible for any permits and fees required for this contract, at its expense, and shall comply with all applicable local, state, and federal codes, including all present or future public health and sanitary regulations.
- 2.5.4. The Contractor shall perform services in a manner which leaves the premises of each School District site and adjacent private property in a clean and orderly condition. The Contractor shall be responsible for clean-up of debris and/or oil spillage from pavement caused by their vehicle to complete satisfaction of the Owner. They shall not receive monthly payment for services until the necessary clean-up is completed.
- 2.5.5. Contractor shall be responsible for any and all damages to existing building or grounds, sustained as a result of work under this Contract. The cost of repairing or replacing of such damage shall be borne by the responsible Contractor. The repair or replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the Owner.
- 2.5.6. The Contractor guarantees the availability of a State approved type 2, in compliance with Act 641, landfill refuse disposal site for the life of the Contract and any extensions thereof.
- 2.5.7. The Contractor shall supply new or newly refurbished containers. The Contractor shall be responsible to maintain all containers as located at the designated sites in good mechanical and aesthetically acceptable manner. Dumpster tops and paint must be maintained on a regular basis. A switch of containers, upon request, throughout the duration of the Contract shall not be any additional cost to the School District.
- 2.5.8. Each contractor must submit with the proposal satisfactory and substantial evidence that the firm has extensive experience in commercial collection, processing, and marketing of recyclable materials, equipment, ability, and financial resources sufficient to enable him/her to perform successfully the entire work specified. In addition, vendors should possess experience with the administrative tasks required to support the activities of a multi-material recycling program. The Contractor must have demonstrated at least five (5) years' experience in the collection business and demonstrated experience and interest in the

secondary commercial recycling market. A minimum of three (3) references shall be included with the Proposal.

2.6. **SPECIFICATIONS**

- 2.6.1. **Scope of Work**: The Contractor shall provide all personnel and equipment required to collect and properly dispose of non-hazardous solid waste for the participating School District.

Wayland Union School District is approximately ninety nine square miles with eight (8) building locations.

Please see the provided matrix that lists location, frequency per week, pick-up days, and container sizes – see **ATTACHMENT E. Exhibit A** provides written clarification for pickup times.

- 2.6.2. **Term**: The Contractor shall render Services pursuant to this RFP commencing July 1, 2021, and continuing through June 30, 2024 three (3) years, with the option, at the School District's discretion, to extend this Contract by up to two (2) additional years on a year-to-year basis. **Containers must be in place by July 1, 2021.**
- 2.6.3. **District Closures**: The participating School Districts may elect to choose an "On-Call" or "Reduced" service schedule without penalty for summer months as well as during scheduled breaks (both scheduled and unscheduled), such as the holiday break and spring break periods. The schedule change will be made in writing five (5) days before implementation – email is considered "in writing".
- 2.6.4. **Invoicing and Payment**: The Contractor shall send monthly invoices to the District providing the following information for each pick-up location within the School District: size of dumpsters, number of trash pick-ups per week, per container, and day of week the pick-up occurred. Invoicing must be inclusive of all charges – no separate fees of any kind to be added such as, but not inclusive of: "as additional or recovery".
- 2.6.5. **Project Coordination**: Service pick-ups, including extra pick-ups, for the participating School Districts should avoid normal school "high traffic" times, usually between 7 a.m. to 9 a.m. and 2 p.m. to 4 p.m. The Contractor shall make arrangements with the participating School Districts to identify a liaison to the Contract.
- 2.6.6. **Roll-off Dumpsters**: The Contractor must be able to supply one or more 20 cubic yard, 30 cubic yard, and 40 cubic yard roll-off dumpster units upon request.
- 2.6.7. **Noise Ordinances**: All service must be in compliance with the City of Wayland's noise ordinances (for buildings in the City limits), and Dorr Township (for Dorr Elementary).
- 2.6.8. **Recycling**: Contractor shall provide with its Proposal a separate proposal that describes its available single stream recycling program(s) and any associated cost – the District reserves the right to either add, change waste container size needs (if recycling is possible), or decline this portion of the RFP if cost prohibitive, or upon beginning can decline continued use of the recycling option should the cost become prohibitive.

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request for Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1 Familial Disclosure Affidavit: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School District's Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B**.

3.1.1.2 Iran Economic Sanctions Act: In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C**.

3.1.1.3 Governing Law: The Contract shall be governed by and construed in accordance with the law as of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

3.1.1.4 General Indemnification: Contractor shall indemnify, defend, and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries, and liabilities, including actual attorney's fees and actual expert witness fees arising out

of or in connection with Contractor's performance of the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors, and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors, and agents; (iii) any violation or breach of any applicable Federal, State, or local law, rules, regulation, ordinance, policy, and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors, and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipts requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.5 Compliance with Laws: Contractor shall comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, including any licensing, and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants, and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies, and regulations and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend, and hold School District harmless from any liability from its failure to so comply.

3.1.1.6 Right to Terminate on Breach: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice (email is sufficient with a "read receipt") of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach of its own would not be material.

- i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the

Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment, or products to the School District at a location to be designated by the School District.

3.1.1.7 Pricing: Prices quoted are to be F.O.B. to the School District. All purchases shall be net; including transportation, insurance, and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.8 Taxes: The School District is exempt from taxes. However, when state and local taxes are required on construction material installed by the Contractor, such taxes must be included in the Contractor's Proposal prices.

3.1.1.9 Proposal Withdrawal: Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

- 4.2.1.** Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
- 4.2.2.** List of the Contractor's References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of Work/services provided.
- 4.2.3.** Contractor's Verification of addenda to the RFP, if any.
- 4.2.4.** Evidence of the Contractor's ability to provide adequate insurance coverage as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 4.2.5.** A completed Familial Disclosure Affidavit for each participating School District, which are attached hereto as **ATTACHMENT B**.
- 4.2.6.** A completed Iran Sanctions Act Affidavit of Compliance for each participating School District, which are attached hereto as **ATTACHMENT C**.

ATTACHMENT B

AFFIDAVIT OF BIDDER

The undersigned, owner or authorized officer of _____ (the bidder), pursuant to the familial disclosure requirement, hereby represent and warrant that no familial relationships exist between the bidder or any employee of the bidder, and any member of the Board of Education of Wayland Union Schools, the Superintendent of the District, or the Chief Business Official.

BIDDER:

(Company Name)

By: _____
(Signature)

Title: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____
20__.

(Notary Public Signature)

_____ County, Michigan

My commission expires: _____

Acting in the county of: _____

ATTACHMENT C

IRAN ECONOMIC SANCTIONS ACT AFFIDAVIT OF COMPLIANCE

Michigan Public Act No. 517 of 2012

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors and employees.

The undersigned, owner or authorized officer of _____ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the "Iran Linked Business" hereby represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The bidder 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 District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

There is not an "Iran Linked Business" that exists within the bidder and/or owner, officers, directors and employees.

Bidder:

(Company Name)

By:

(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for

_____ County, on this _____ day of _____, 20__.

_____ **SS:**

(Notary Public Signature)

My Commission expires: _____

Acting in the County of: _____

CONTRACT (Attachment D)

I. This Contract ("Contract") is made on _____, 20__ ("Effective Date") between Wayland Union School District, Wayland, Michigan, a Michigan public school district (the "School District"), whose administrative offices are located at 850 E. Superior Street, Wayland, Michigan, 49348, and _____, a _____ ("Contractor"), whose address is _____. The School District and Contractor may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The School District issued a Request for Proposal (RFP) for _____ dated _____, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the "RFP"), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to _____ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the "Work").

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor's Proposal to the RFP. The Contractor's Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as **Attachment A** (collectively referred to as the "Proposal").

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District's written acceptance of its Proposal

E. The Parties agree that certain terms, conditions, and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

Now therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) **Incorporation by Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the

Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or Proposal.

(b) Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

This Contract, including all Attachments hereto;
The RFP, including the Specifications attached thereto; and
Contractor's Proposal.

To the extent that the terms and conditions of the Contract documents are in conflict, the term and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. TERM AND TERMINATION

- (a)** This Agreement shall commence as the Effective Date and all Work hereunder shall be completed no later than _____ and shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.
- (b)** Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within then (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.
- (c)** Notwithstanding anything contained herein to the contrary, the School District may amend this contract at any time as determined by building/facility use. Please note pickups will be reduced during shutdowns, school breaks, and any other reason that is not of the school district's control and all invoices will reflect pickups as those actually completed not as previously scheduled.

- (d) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

3. WARRANTY

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of _____ () year(s) from completion of the Work.

4. INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

- (a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- (b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.
- (c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.
- (d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combine single limit of \$1,000,000 each occurrence of bodily injury and property damage.
- (e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.
- (f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.
- (g) Other requirements: Evidence of your insurance coverage, required herein, is to be provided to the School District and must indicate:
 1. A Best's rating for each of your insurance carrier at A-VII or better.
 2. Wayland Union Schools is endorsed as an additional insured on the General Liability policies.
 3. Provided annually to the School District for the life of the Contract.

5. CONTRACTOR’S COMPENSATION

Based upon the School District’s RFP and the Contractor’s Proposal, the School District shall pay the Contractor for its Work as follows:

1. Per one (1) monthly statement for the School District.
2. Buildings, container size and number of containers, cost, and dates of pickup listed by Building.
3. Prices quoted are to be F.O.B. to the School District. All purchases shall be net; including transportation, insurance, and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

6. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL, Federal Express, United Parcel Service, or by the United States Postal Service with pre-paid special handing postage, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor: _____

Attention: _____

Copy to: _____

If to the School District: Wayland Union Schools
 Attention: Assistant Superintendent of Finance and
 Operations
 850 E. Superior Street
 Wayland, MI 49348

(b) Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withhold, and any assignment of transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

- (c) **Severability.** If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

- (d) **Independent Contractor; No Joint Venture.** It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

- (e) **Modification.** No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

- (f) **Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provision of this Contract.

- (g) **Governing Law.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Allegan County, Michigan.

- (h) **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

- (i) **Entire Agreement.** This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF. The undersigned have caused this Contract to be duly executed on the dates indicated below.

SCHOOL DISTRICT:

CONTRACTOR:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT E

Waste Dumpsters

Location	Address	Dumpster Size	Quantity of Dumpsters	Service Level & Days
Baker Elementary	507 W. Sycamore St., Wayland, MI	8 Cu Yd	1	2XW
Steeby Elementary	435 E. Superior St., Wayland, MI	6 Cu Yd	1	2XW
Pine Street Elem	201 Pine St., Wayland, MI	8 Cu Yd	1	2XW
WUS High School	870 E. Superior St., Wayland, MI	8 Cu Yd	1	3XW
WUS Middle School	701 Wildcat Dr., Wayland, MI	8 Cu Yd	1	3XW
Dorr Elementary	4159 18 th St., Dorr, MI	8 Cu Yd	1	3XW
Administration	850 E. Superior St., Wayland, MI	2 Cu Yd	1	1XW
Central Receiving	324 W. Sycamore St., Wayland, MI	4 Cu Yd	1	1XW
Transportation	851 Wildcat Dr., Wayland, MI	6 Cu Yd	1	1XW

Cardboard Dumpsters

Location	Address	Dumpster Size	Quantity of Dumpsters	Service Level & Days
Baker Elementary	507 W. Sycamore St., Wayland, MI	8 Cu Yd	1	1XW
Steeby Elementary	435 E. Superior St., Wayland, MI	8 Cu Yd	1	1XW
Pine Street Elem	201 Pine St., Wayland, MI	8 Cu Yd	1	1XW
WUS High School	870 E. Superior St., Wayland, MI	8 Cu Yd	1	1XW
WUS Middle School	701 Wildcat Dr., Wayland, MI	8 Cu Yd	1	1XW
Dorr Elementary	4159 18 th St., Dorr, MI	8 Cu Yd	1	1XW

All pickups are subject to change by the district as determined by building/facility use. Pickups will be reduced during shutdowns, school breaks, and any other reason that is not of the school district's control.

EXHIBIT A

WRITTEN CLARIFICATIONS

1XW	=	One pickup per week
2XW	=	Two pickups per week – Spaced out
3XW	=	Three pickups per week – Mon, Wed, Friday
EOW	=	End of Week pickup – Thursday or Friday

EXHIBIT B

PROJECT SCHEDULE

Project term is a three (3) year Contract, with the potential for two (2) - one (1) year extensions.

Project begins July 1, 2021 and ends June 30, 2024.

