

FACILITIES/OPERATIONS/CONSTRUCTION

REQUEST FOR PROPOSAL WORK START MARCH 15, 2019

CUSTOMER: Bridgman Public Schools

PURCHASING AGENT: Shane M. Peters, Superintendent –
speters@bridgmanschools.com

PROJECT LOCATIONS & SCOPE OF WORK: See Attached Addendums

PROJECT TITLE: Landscaping Maintenance Contract/Snow Removal Contract

DEPARTMENT: Operations

Bids are to be sealed and received at the Business Office of the Bridgman Public Schools, 9964 Gast Road, Bridgman, Michigan 49106.

Bids must be received no later than 3:00 local time on August 17, 2018.

Bids must be in a sealed envelope clearly marked as follows:

Lawn Maintenance/Snow Removal Contract RFP
Bridgman Public Schools

Attention: Shane M. Peters, Superintendent
9964 Gast Road
Bridgman, Michigan 49106

And

FAMILIAL RELATIONSHIP DISCLOSURE:

As required by the State of Michigan, P.A. 232 of 2004, a sworn and notarized statement, on the state required form, disclosing any familial relationship that exists between the Bridgman Public Schools or any employee of the bidder, and any member of the school board, or the superintendent of the school district must accompany all bids. Bridgman Public Schools will not accept a bid that does not include this sworn and notarized disclosure statement.

TRAINING:

Please include copies as documentation of your companies training programs, as well as drug and alcohol programs.

Please submit representative documentation of these programs. Please also submit copies of licenses held by the person(s) you are planning to apply herbicides and pesticides.

Each employee must pass a criminal background check, which will be conducted by Bridgman Public Schools and paid for by the contractor.

PERFORMANCE REQUIREMENTS ARE FOR ALL SITES UNLESS OTHERWISE DIRECTED OR ALTERED IN THE APPENDIX A

1. It should be understood that, unless otherwise specified herein, the contractor is responsible for full lawn and garden services; including Spring/Fall cleanup of leaves and debris on lawns, among beds, rock gardens, shrubs and along building and tracks. Leaves shall be removed from premises. Spring cleanup is to be completed no later than May 1 of each year, unless otherwise approved by the Contract Manager. Fall cleanup is to be completed in the third or fourth week of November. The contractor will remove all debris and leaves from site. The contractor shall dispose of all material from the cleanups off site. At no time should any lawn maintenance contractor use district dumpsters for disposing debris. The contractor shall be financially responsible for any disposal/recycling fees.
2. In addition, any imperfections in the yard (holes, divots, sod missing, bare ground) shall be filled in with topsoil and reseeded. The contractor shall be financially responsible for the materials needed for this portion of spring work including top soil and grass seed.
3. Litter shall be removed from the grounds and disposed of prior to each mowing.
4. All material from the cleanups shall be disposed of and/or recycled off-site by the contractor at the contractor's expense.
5. Grounds shall include all yards, beds, rock gardens, borders and concrete/asphalt surfaces, including the parking lots, aprons and sidewalks.
6. Mowing shall be completed weekly during the spring and wetter months and bi-weekly during the drier months, or as needed, to be determined by the Bridgman Public Schools Contract Manager. A pre-inspection of the yard for stuck-up sprinkler heads shall be completed each time the yards are mowed at the sprinkled sites. Bridgman Public Schools will provide a list of sites with sprinkler heads.
7. Edging sidewalks shall be completed monthly during the mowing season.
8. Trimming/pruning of all bushes, trees and shrubs to promote growth and improve appearances, must be done at least TWICE during each season. Please Note: The contractor is only responsible for trimming trees up to 6 feet from the ground.
9. All trimmings to be hauled away by contractor. Disposal and recycling fees shall be at the contractor's expense.
10. Care of planting beds shall include weeding of all beds and borders. Occasionally, this may require addition of wood mulch beds as authorized in writing by Bridgman Public Schools Representative. The contractor shall be financially responsible for the materials according to bid pricing for Natural Hard Wood Mulch.
11. Fertilize all lawn areas as specified during the growing season.
12. Spray all lawn areas to eliminate weeds. The contractor must obtain written authorization for herbicide spraying from the Bridgman Public Schools. Contractor is responsible for required posting notifications. Contractor is responsible to insure lawn areas are weed free at all times.
13. Herbicides and Pesticides may only be sprayed on weekends or school holiday days, and other days when students are not in session.
14. The turf fertilizer used will be a dry format similar to Lebanon 25-10-10 with 10% sulfur coated urea for delayed release. Contractor will provide specification for approval before contract begins.
15. Plantings: Planting of annual plants upon request. Plantings may include impatiens, snapdragons or begonias. These special requests will only be made in writing using a purchase order, and will be based on a written proposal.

GENERAL CONDITIONS

AWARD

Bridgman Public Schools reserves the right to accept or reject any/all bids and to make an award of this contract based on each bidder's response to this Request for Proposals and prices for the specified services.

Award will not be made on an aggregate basis so Contractors should price each site as a stand-alone.

CONTRACT PERIOD

The contract shall be in effect for a 22.5-month period as follows:

- ✚ Period One Year 2019 – March 15, 2019 through October 31, 2019
- ✚ Period Two Year 2020 - March 15, 2020 through October 31, 2020
- ✚ Period Three Year 2021 - March 15, 2021 through October 31, 2021

Bridgman Public Schools reserves the option to renew this contract for up to two (2) additional years in one (1) year increments.

PRICING

All quoted unit prices, as set forth herein by the contractor shall remain firm for the life of the contract.

SITE VISITS

Prospective contractors are required to attend all stops on a facilities tour. Contractors failing to attend the sites they choose to bid will be identified as un-responsive for that site, and as such ineligible to submit bids for those sites. Bids from contractors that do not attend the mandatory walk through will be returned. **The site visits will be held on Tuesday, July 31, 2018 at 7:30 a.m. Meet at the Office of the Superintendent, 9964 Gast Road, Bridgman, MI. 49106.**

QUALIFICATIONS OF BIDDERS

Bids will be considered only from responsive and responsible organizations or individuals currently engaged in this type of service at a level consistent with the areas/sites they are bidding.

CANCELLATION OPTION

Bridgman Public Schools reserves the right to cancel the contract, without cause, by giving thirty days' written notice to the contractor. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time.

INVOICING

The contractor shall submit original and one copy of invoice for work performed to the Bridgman Public Schools, Business Office, 9964 Gast Road, Bridgman, Michigan 49106. Invoicing should be in eight equal installments over each calendar year segment of the contract.

DEFAULT

Bridgman Public Schools may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- ✚ Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- ✚ Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- ✚ The unauthorized substitution of articles for those bid and specified.
- ✚ Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- ✚ Failure to perform in compliance with any provision of the contract.

STANDARD OF PERFORMANCE

Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by Bridgman Public Schools of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed via Purchase Order, Contractor shall immediately remedy said defective performance in a manner acceptable to the School District. Should Bridgman Public Schools consider Contractor failing to immediately correct said defective performance, said failure is a breach of this contract and grounds for termination of the same.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the Bridgman Public Schools caused by said breach including but not limited to the replacement cost of such goods or services from another Contractor.

Bridgman Public Schools reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected. In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the Bridgman Public Schools may bar the Contractor from being awarded any future contracts.

All remedies available to Bridgman Public Schools herein are cumulative and the election of one remedy by Bridgman Public Schools shall not be a waiver of any other remedy available to Bridgman Public Schools.

CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- ✚ The contract shall be in effect for the term stated in the specifications.
- ✚ Bridgman Public Schools may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- ✚ Bridgman Public Schools may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- ✚ All contracts, extensions and cost increases are subject to availability of funds and the approval of the Board of Education (as appropriate).
- ✚ Bridgman Public Schools reserves the right to cancel the contract due to non-appropriation of funds by Bridgman Public Schools with thirty days' written notice.
- ✚ At the end of each twelve (12) month period, starting at the date the contract commenced, either party may terminate the contract without cause by giving sixty days' written notice of such intention.
- ✚ All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or by First Class mail to the last known address.
- ✚ If cancellation is for default of contract due to non-performance, the contract may be canceled at any time.

INDEMNITY AND INSURANCE

If the acts or omissions of the Contractor or its employees, agents or officers, cause injury to person or property, the Contractor shall defend, indemnify and save harmless the Bridgman Public Schools, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising there from. The Contractor shall furnish within fifteen (15) working days of Notice of Award, certificate(s) of insurance providing insurance coverage as follows:

The successful bidder 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 below for the entire duration of the contract. The contractor shall furnish evidence of such insurances to Bridgman Public Schools prior to commencement of services.

Commercial General Liability Insurance: \$1,000,000 per occurrence, Bodily Injury Liability and Property Damage Liability

Workers Compensation Insurance: Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act; \$500,000 per person/ \$500,000 per disease/ \$500,000 annual total

Motor Vehicle Liability (if the contractor, or its employees, will use motor vehicles to

satisfy its responsibilities under this contract): \$1,000,000 per occurrence, Bodily Injury Liability and Property Damage Liability

In addition, the successful contractor shall include Bridgman Public Schools, including its elected and appointed officials, employees and volunteers, as Additional Insured in writing on the certificates.

This coverage shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed.

It shall be the Contractor'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.

Contractor guarantees to provide and furnish all equipment, labor, tools, expendable materials and supplies, supervision and other services/materials required to complete in a professional manner lawn and garden maintenance services for the listed sites accordance with the specifications herein and for the following unit prices:

SPECIFICATION

- ✚ Mowing, string trimming, blowing of grass clippings from walks, driveways, curbs and lots. Includes allowances for all site specific duties as listed elsewhere in this RFP and all appendices.
- ✚ Bush and tree pruning, conducted as NEEDED to retain the best appearance of the site.
- ✚ Spring cleanup, all natural and man-made debris removed from property. One (1) time in April or as early as practical.
- ✚ Fall cleanup, all natural and man-made debris removed from property. One (1) time in November.
- ✚ Apply weed killer sufficient to maintain all lawns, beds, driveways, curb/street lines, and parking lots in a weed free condition.
- ✚ Apply "Total Kill" for ALL asphalt and concrete cracks or expansion joints, driveways, curb/street lines, and parking lots in a weed free condition including no growth in fence lines.
- ✚ Apply growth retardant, if needed, to properly control turf growth on steep grades (location of grades).
- ✚ The schedule is to be approved in writing by the district contract manager.
- ✚ Edge all planting beds, curbs, parking lots, tennis courts, and driveways once a year in August/before school starts (by mechanical method only). This includes all areas on the site anywhere that turf or beds exist.

- ✚ Hand weeding of all beds within assigned areas, will be done weekly or as needed, whichever is sooner.
- ✚ Add Natural Hard Wood Mulch by written request only if needed, and at the additional charge proposed in contractors RFP submittal.
- ✚ The Contractor's identification information provided will be used by the Bridgman Public Schools for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to another firm, please provide a complete explanation on your letterhead and attach to your bid.

Certification: Your signature is the guarantee of your company that you have carefully read this RFP; and that you have a complete understanding of all the provisions contained herein. Further, that you are submitting your quote in strict accordance with these provisions. You hereby state that you have the authority to submit this quote, which will become a binding contract if accepted by the Bridgman Public Schools.

PRIMARY CONDITION:

IT IS TO BE CONSIDERED A PRIMARY CONDITION OF THIS CONTRACT, AND GROUNDS FOR DEFAULT, THAT THE CONTRACTORS EMPLOYEES ON SITE AT ALL TIMES RESPECT SITE PERSONNEL AND PERFORM IN SUCH A WAY AS TO PRESENT NO PERCEIVABLE HAZARD TO CHILDREN OR SITE PERSONNEL. THIS INCLUDES KEEPING MOTORIZED EQUIPMENT 150' FROM CHILDREN AND SITE PERSONNEL, AND MINIMIZING THE DISTURBANCES TO THE FUNCTION OF THE FACILITIES CAUSED BY CONTRACTOR'S EQUIPMENT NOISE.

THE STANDARD IS AS FOLLOWS:

1. IF STAFF OR STUDENTS ARE PRESENT IN THE BACK OF THE SCHOOL MOW IN THE FRONT.
2. IF STAFF OR STUDENTS ARE PRESENT IN THE FRONT OF THE SCHOOL MOW IN THE BACK.
3. IF STAFF OR STUDENTS ARE PRESENT IN BOTH THE FRONT AND THE BACK OF THE SCHOOL LEAVE AND COME BACK TO MOW LATER.
4. IF WINDOWS ARE OPEN IN AN AREA MOW FROM THE BUILDING OUT SO AS TO MINIMIZE DISRUPTION TO THE EDUCATION PURPOSE.

APPENDIX A

PLEASE NOTE

CONTRACTOR COMMITS TO NO WEEDS PRESENT AT ANY SITE. SPRAYING OF WEED KILLER CAN ONLY BE DONE BETWEEN JUNE 14TH, AND SEPTEMBER 1ST OR ON DAYS WHEN STUDENTS ARE NOT PRESENT ONSITE. CONTRACT MANAGER CAN PROVIDE SCHOOL CALENDAR.

WEED SPRAY INCLUDES TOTAL KILL OF ALL VEGETATION IN ANY PAVEMENT. EVERY CRACK AND UNDER ALL FENCELINES AT ALL SITES, AS WELL AS ALL BORDERS OF ALL PLAYGROUNDS.

DO NOT EVER SPRAY INSIDE PLAYGROUND AREAS FILLED WITH PEA GRAVEL, SAND, WOOD PRODUCTS AT OR AROUND PLAYGROUND EQUIPMENT.

Bridgman High School 9964 Gast Road Bridgman, MI 49106	<u>ALL OF SITE IS IN CONTRACT</u> INCLUDING WEEDING ORNAMENTAL PLANTERS AND GARDENS	ALL OF SITE IS TO BE KEPT WEED FREE AT ALL TIMES FERTILIZE ONLY TURF IN SPRINKLED AREA
F.C. Reed Middle School 10254 California Road Bridgman, MI 49106	<u>ALL OF SITE IS IN CONTRACT</u> INCLUDING WEEDING ORNAMENTAL PLANTERS AND GARDENS	ALL OF SITE IS TO BE KEPT WEED FREE AT ALL TIMES NO FERTILIZING
Bridgman Elementary 3891 Lake Street Bridgman, MI 49106	<u>ALL OF SITE IS IN CONTRACT</u> INCLUDING WEEDING OF ORNAMENTAL PLANTERS AND GARDENS	ALL OF SITE IS TO BE KEPT WEED FREE AT ALL TIMES FERTILIZE ONLY TURF IN SPRINKLED AREA
Bridgman Athletic BHS/RMS/BES	REQUIRED LINING, CARE AND CLEANUP OF ATHLETIC SITES	FERTILIZING OF THE PERFORMANCE ATHLETIC FIELDS ARE NOT INCLUDED IN CONTRACT

ATHLETIC CARE

Outdoor Athletic care includes but is not limited to layout & lining fields with painter or chalker (marking material are District provided), mowing will occur as needed to provide a competitive playing surface, trash clean up and removal. Outdoor Athletics include Band, Football, Soccer, Cross Country, Tennis, Track, Baseball and Softball.

APPENDIX B

<u>PLEASE NOTE</u>	
CONTRACTOR COMMITS TO SNOW PLOWING THE BRIDGMAN HIGH SCHOOL PARKING LOTS AND SIDEWALKS WHEN THERE ARE 2 INCHES OR MORE OF SNOW.	
CONTRACTOR COMMITS TO PLOWING THE PARKING LOTS FIRST FOLLOWED BY THE SIDEWALKS AND EMERGENCY EXITS.	
CONTRACT MANAGER CAN PROVIDE SCHOOL ACTIVITIES CALENDAR.	
Bridgman High School 9964 Gast Road Bridgman, MI 49106	<u>ALL OF SITE IS IN CONTRACT</u> INCLUDING BHS PARKING LOTS, BUS GARAGE, FIELD HOUSE AND TENNIS COURT AREAS. AS WELL AS ALL SIDEWALKS AND EMERGENCY EXITS.
Bridgman Public Schools BHS/RMS/BES	ADDITIONAL SNOW REMOVAL FROM ALL BRIDGMAN PUBLIC SCHOOLS PROPERTIES AS REQUESTED BY CONTRACT MANAGER.

BID PROPOSAL FORM

BID PACKAGE: **District Wide Lawn Maintenance**

DUE DATE: **Friday, August 17, 2018 3:00 pm EST**

TO: Bridgman Public Schools
 9964 Gast Road
 Bridgman, Michigan 49106
 Attn: Shane M. Peters, Superintendent

NAME OF BIDDER

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

AGREEMENTS

The undersigned understands that the Owner reserves the right to reject any and all bids and to waive informalities and irregularities in bidding.

Owner also reserves the right to withhold bids for a period of time (60 days) from bid opening date.

The Owner reserves the right to accept or reject any or all bids in whole or in part, or to waive any informalities therein. If in the Owner's opinion it is in his/her best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

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

LEGAL STATUS OF BIDDER

1. A Corporation organized and existing under the laws of the State of _____

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

Name: _____

Title: _____

Signature: _____

REFERENCES: Attach the names of five references to your bid, preferably school districts.

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

BID PROPOSAL
DISTRICT WIDE LAWN MAINTENANCE

Annual Cost

High School

2019	\$ _____
2020	\$ _____
2021	\$ _____

HS TOTAL \$ _____

F.C. Reed Middle School

2019	\$ _____
2020	\$ _____
2021	\$ _____

RMS TOTAL \$ _____

Elementary

2019	\$ _____
2020	\$ _____
2021	\$ _____

BES TOTAL \$ _____

Athletics

2019	\$ _____
2020	\$ _____
2021	\$ _____

Athletics TOTAL \$ _____

ALL FOUR (4) SITES TOTAL* \$ _____

*May be less than sum of individual bids if Contractor elects to provide discount for award of entire group.

BID PROPOSAL
SNOW REMOVAL

Annual Cost

High School

2019	\$ _____
2020	\$ _____
2021	\$ _____

HS TOTAL \$ _____

Additional Snow Removal

2019	\$ _____
2020	\$ _____
2021	\$ _____

ADDITIONAL SNOW REMOVAL TOTAL \$ _____

ALL SNOW REMOVAL TOTAL* \$ _____

*May be less than sum of individual bids if Contractor elects to provide discount for award of entire group.

BID PROPOSAL

DISTRICT WIDE ENTIRE GROUNDS MAINTENANCE PROGRAM

Annual Cost

Bridgman Public Schools Entire Grounds Maintenance

2019	\$	_____
2020	\$	_____
2021	\$	_____

***** TOTAL** \$ _____

*May be less than sum of individual bids if Contractor elects to provide discount for award of entire group (Lawn Maintenance and Snow Removal).

Firm Name:_____

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences and civil damages awards.

I hereby certify that I am authorized to sign as a representative for the following firm:

Firm Name:_____

Address:_____

Telephone:_____ Fax:_____

Cellular Phone:_____ Email:_____

Name:_____

Position:_____

Signature:_____

Check Off

	A list of equipment owned and proposed to be used for these services is enclosed.
	A list of five (5) professional references for a similar scope of work.
	A 5 % bid bond or certified check in the amount of the first full year bid.
	Familial Relationship disclosure
