



*Strong Schools, **Stronger Communities***

MUSKEGON PUBLIC SCHOOLS REQUEST FOR PROPOSALS FOR:
Grounds Service

PROPOSALS DUE:

Apr 11, 2025

PROJECT WALK THROUGH:

To be arranged with John Snyder and/or Scott Boyd

Superintendent Matthew Cortez

mcortez@mpsk12.net

1458 Fifth Street

Muskegon, MI 49441

231-720-2004

Director of Operations John Snyder

jsnyder@mpsk12.net

1800 Laketon Ave.

Muskegon, MI 49440

231-720-3175

No oral, telephonic, telegraphic or facsimile proposals will be accepted.

No proposals will be accepted after the time of closing of bids.

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION OF MUSKEGON PUBLIC SCHOOLS WILL RECEIVE SEALED BID PROPOSALS UNTIL 04/11/25 at 11:00 am AT THE OFFICE OF THE SUPERINTENDENT FOR MUSKEGON PUBLIC SCHOOLS, THE BOARD OR ITS DESIGNEE WILL OPEN AND READ EACH RECEIVED BID AT A PUBLIC MEETING AT 04/11/25 at 11:00 am AT:

POOLE ADMINISTRATION BUILDING

1458 Fifth Street, Muskegon, MI 49441

THE PROPOSAL WILL BE FOR: Maintaining the grounds at Charles Hackley Middle School, IN
ACCORDANCE WITH BIDDING DOCUMENTS AND APPROVED SPECIFICATIONS

Muskegon Public Schools will not consider or accept a proposal received after the above-specified date and time for Proposal submission.

At the above specified time and place for receiving proposals, the Board of Education, acting by its designee, will publicly open and read all timely-received Proposals. The Board of Education reserves the rights to waive any irregularity or informality in its Request for Proposals to reject any or all Proposals, to award Program components by component, group of components, or total Program, and to accept the Proposal or Proposals which the Board determines will perform in the District's best interests and will be the lowest responsible bidder as required by law. Each and every bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the District or any employee of the firm submitting the bid and the Superintendent of Muskegon Public Schools or any member of the Board of Education. Proposals are to be presented in accordance with the specifications.

For a copy of the RFP or more information call.
Cassidy Cisneros
231-720-2004

REQUEST FOR PROPOSAL Grounds Services -- GENERAL INSTRUCTIONS

A. Instructions

Qualified firms are invited to submit proposals to Muskegon Public Schools ("District") for Grounds Service in accordance with the bidding documents and specifications. The District's objective in issuing this Request for Proposal is to obtain competitive bids from which it will select a contractor ("Contractor") to maintain the grounds at CHMS on a turn-key basis in accordance with applicable laws.

The District reserves the right to reject any or all proposals, to award Project components by component, group of components, or total Project, to accept any or all alternatives, to accept any proposal in whole or in part, to waive any irregularities or informalities which are in the best interest of the District, and to weigh proposal elements as deemed beneficial to the District. Any award shall be to the Contractor that the District considers the lowest responsible bidder.

B. Proposal Submission

To be considered by the District, two (2) copies of the complete proposal must be received no later than 04/11/25 at 11:00 am. Proposals shall be addressed to:

Mr. Matthew Cortez, Superintendent
Muskegon Public Schools
Poole Administration Building
1458 Fifth Street
Muskegon, MI 49441

The lower left corner of the submittal envelope should be marked:

PROPOSAL FOR "Grounds Services"

Submitted proposals become the property of the District and will not be returned. Further, all submitted proposals become subject to the Freedom of Information Act, unless the District reasonably believes that Contractor satisfies exemption criteria and rejects disclosure on such basis.

C. Late Proposals

Any proposal received by the District after the time specified above will not be considered.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may also be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline. Proposals that are not so withdrawn shall constitute a firm offer for a period of sixty (60) days to perform the work contained therein and/or required by this RFP.

E. Questions Concerning this RFP

Inquiries may be made to Mr. John Snyder at the address above, via telephone at (231) 720 - 3175, or via email at jsnyder@mpsk12.net All such inquiries must be made no later than three

(3) business days prior to the deadline for submission. Information about the District is available during business hours (8 a.m. - 4 p.m.).

F. Economy of Preparation

Proposals should be prepared simply, providing a concise description of the Contractor's ability to meet the requirements of this RFP.

G. Proposal Signature

Proposal Summary, should be signed by the person responsible for the decision as to services and costs being offered. (In the case of a joint proposal, each party must certify those services and costs being offered by its own firm. Unless otherwise agreed by the District in writing, each party to a joint proposal will be jointly and severally responsible for all services offered in the proposal, regardless of who produces them.)

H. Prime Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected Contractor utilizes separate consultants. The selected Contractor shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

I. Proposal Preparation Costs

All costs incurred for proposal preparation, site visitation and investigations, initial engineering analyses, presentations, or contract negotiation, are the responsibility of each respective Contractor and will not be reimbursed by the District.

J. Acceptance of Proposal Contents

The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except with regard to particular contents which are rejected by the District. Failure of the successful firm to abide by such obligations will result in cancellation of the award

K. Proposed Project Schedule

Bid period: 3/31/25-4/11/25

Review and Award Contract: 4/14-15

Project Begins:

Project Completed by:

L. Insurance Coverage

Prior to beginning work, the selected Contractor will be required to provide a copy of insurance certificates for general and professional liability coverages, with limits of liability at least as required by law or reasonably required by the District. Any consultants or subcontractors of the Contractor shall provide insurance coverage at least equal to that provided by the Contractor, and those consultants or subcontractors shall provide insurance certificates for general and professional liability coverages. Insurance must be occurrence-based, obtained prior to commencement of work, and maintained for a period of no less than 12 months beyond the date of completion. Certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled, reduced, or allowed to expire until at least 60 days' prior written notice has been given to the District.

M. Payment of Fees

The District will make payments to the Contractor as set forth in the parties' contract. All costs shall be itemized on a single invoice so that the District may issue one monthly check to the Contractor. The specific day of the month on which invoices are to be received, and checks released, will be set forth in the contract.

N. Taxes

The Proposal shall be deemed to include all applicable sales, use, excise and other taxes required by law. The District, upon request, will provide a properly executed tax exemption certificate, but the District makes no representation that a Contractor may utilize such information to avoid tax liability.

O. Bid Bond and Performance/Payment Bonds

The Contractor shall be required to provide a bid bond in the minimum amount of five percent (5%) of the total capital costs associated with the Proposal, in accordance with MCL 380.1267. If performance and payment bonds are required by law (MCL 129.201, et seq), then the selected contractor shall be required to provide performance and payment bonds covering 100% of the total capital costs associated with the Proposal. If performance and payment bonds are not required by law, the District may require such bonds upon written notice to the Contractor. If notice is given prior to the bid deadline, the bond costs shall be deemed included within the bid price. If notice is given after the bid deadline, the bond costs shall be reimbursed to the Contractor.

P. Familial Disclosure Statement

Each Proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Contractor and any member of the board or Superintendent. Bids not accompanied by a sworn and notarized statement will not be accepted by the board

Q. Iran Economic Sanctions Act Certification

Each Proposal shall be accompanied by a certification required by the Iran Economic Sanctions Act that the bidder is not an Iran-linked business. Bids not accompanied by such a certification will not be accepted by the board.

R. Waiver of Claims

The Contractor, by its submission of its proposal, releases the District and its Board members, administrators, employees and agents from any claims arising out of, and related to, the ECM process and the selection of a Contractor.

Muskegon Public Schools
REQUEST FOR PROPOSAL FOR Painting of MHS Hallways

PART 2 -- PROPOSAL REVIEW AND SELECTION PROCESS

A. Time Frame for Contractor Selection

It is the intent of the District to select a contractor according to the following schedule:

03/31/25 RFP is released.

03/31/25-04/09/25, Site walk through Available by appointment

04/11/25 at 11:00 am, Proposals are due at Administration Building

04/11/25 at 11:30 am , Administrators begin screening proposals

The District may modify or eliminate any portion of the above schedule in its sole discretion and to the extent consistent with law.

B. Review and Selection Process

The District reserves the right to reject any or all proposals that are determined not to be in the best interests of the District. The District will not necessarily select the lowest cost proposal, but will choose the lowest responsible bidder.

C. Interviews

Interviewing can be done based upon District determination of top bidders.

D. Evaluation Criteria

The District will evaluate Contractor's proposals based on cost and responsibility factors, including but not necessarily limited to the following:

Cost: The total cost for all services and as broken down among the various project elements.

Adherence to specifications: Conformance, in both content and presentation, to the parameters established in this request.

Relevant Experience: Contractor's relevant experience with the required work, particularly at K-12 public school facilities of comparable size and complexity.

Qualifications: Qualifications and experience of the Contractor's key staff to be assigned to the project.

Timeliness: The Contractor's ability to complete work specified in this RFP in a timely fashion.

Responsiveness: The Contractor's ability to meet quickly with District officials.

Team Compatibility: The Contractor's ability to work with students, District employees, parents, community members, architectural firms, contractors, and governmental officials based on references and interviews.

It is understood that all labor and materials must be competitively bid and awarded, if at all, to the lowest responsible bidder. The District may consider a number of factors in determining a Contractor's "responsibility," and it is expressly understood that the District is not confined to the above-referenced list or any other information required or provided in response to this RFP.

E. Awarding of the Contract

All proposals may be reviewed and evaluated by District administration and consultants for the purpose of recommending a lowest responsible bidder. The ultimate determination to award a contract will be made by the District's Board of Education as required by law. The form of

Contract shall be based on the document attached hereto as Attachment C ("Contract"). By submitting a proposal, each Contractor agrees to the terms of the Contract in its entirety, except and only to the extent the Contractor specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this ECM, along with a proposed alternative.

Notwithstanding anything herein to the contrary, the District shall have the unilateral ability, in its sole discretion, to negotiate any term of the Contract (or any other form of contract considered by the parties). The award of a Contract shall be contingent upon the successful negotiation of same, and the Contractor shall not be entitled to any remuneration unless and until a Contract is officially approved by the District's Board of Education.

Muskegon Public Schools
Grounds Service at CHMS

PART 3 – PROPOSAL DETAILS

I. CONTRACTOR INFORMATION

The following information will be considered by the District for the purpose of determining the Contractor's "responsibility" and present capability to perform the work. The District's determination is not limited to the information below or any other information required by this RFP.

Name of Firm: _____

Year Established: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Contact Person Email Address: _____

A. Business Organization

1. Individual _____ Partnership _____ Corporation _____ Other _____

2. Identify the number of years the firm has provided the type of improvements required herein, and provide a brief history of the firm's experience with the required work.

3. List the firm's officers and the staff that will be dedicated to this project.

4. Provide the hourly rate for firm personnel in the event they provide Additional Services (i.e., services beyond the originally agreed scope of the project).

5. List any subcontractors or sub-consultants you propose using to provide services.

| | Firm Name | City/State | Specialty | # of years |
|----|-----------|------------|-----------|------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |

6. What is your firm's present workload? Provide a list of all scheduled and unscheduled construction projects currently being handled by your firm, including an indication of approximate cost and percentage of completion for each project.

7. What is your General Liability Insurance coverage:

- i. Total amount of protection provided.
- ii. Amount of deductible, if any.
- iii. Name, address, phone # and contact the person of the Insurance Company.

8. What is your Professional Liability coverage, if any:

- i. Total amount of protection provided.
- ii. Amount of deductible, if any.
- iii. Name, address, phone # and contact the person of the Insurance Company.

9. Within the last 5 years have you had litigation, arbitration or a claim filed against or settled with your company by a client (in the educational market or otherwise) or have you filed the same against any other client? If yes, explain each in detail.

10. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated a contract, for cause or for convenience, prior to completion of a project? If yes, please explain.

B. Approach to Services

1. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to your work. _____

2. Some of the services work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.

3. Discuss the method of on-site observation and project management you will use for our Project, and how you will ensure a prompt response should the same be required.

4. Add any additional information about your approach that you will use for this Project that you believe to be exceptional.

II. PROJECT DESCRIPTION

- The Services shall be available and performed between April 1st and November 30th
- All aspects of the Lawn Maintenance Services shall be performed utilizing licensed or skilled tradespersons as required by law, and operate all equipment in accordance with all applicable laws, as well as in a manner which promotes safety.
- CHMS is to be mowed and trimmed to maintain a professional, neat and uniform appearance. CHMS shall be trimmed every time they are mowed and at the same time they are mowed.
- Mowing frequency shall occur at least once every seven (7) days at each Facility between April 1 and November 30, such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. Under no circumstances shall the Contractor dump clippings or other lawn debris on School District property. If the time between mowing must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the School District.
- All litter such as paper, cans, bottles, etc. must be picked up and disposed of prior to mowing, and disposed of legally or deposited in the School District's dumpster at the Facility.
- All grass termination at various paving and concrete details shall be maintained to keep grass overgrowth off sidewalks and out of bedded areas. Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, curb lines, cracks in hard play surfaces, and around all other obstacles to provide a neat and even appearance to the entire Facility shall be done simultaneously with each mowing. Additionally, vertical edging to remove grass overgrowth around lawn perimeters, sidewalks and bedded areas shall be done twice per month between April 15 and June 15, and once per month between June 15

and October 31. Trimmers shall be used to maintain a crisp and neat appearance. Care shall be used when trimming around trees and posts to prevent damage to these items and as to not “girdle” said trees/posts with clippings.

- Mowing shall be coordinated to prevent the depositing of clippings/mowing debris into planters, flowerbeds, or into base mounted equipment such as A/C condensers. Any clippings or debris blown into these areas shall be removed immediately by the Contractor at no additional charge.
- All leaves are to be cleaned out of landscape beds and from lawn areas at least once between April 1 and April 30, and once again between October 15 and October 31.
- All equipment and supplies needed to fulfill this contract shall be supplied by the Contractor. No School District materials, supplies or equipment may be used.

Alternative #1:

Weed prevention and fertilization, fence line pre-mergant

Treating of flowerbeds

Muskegon Public Schools

REQUEST FOR PROPOSAL FOR Grounds Service at CHMS

PART 4 – PROPOSAL SUMMARY

This proposal has been prepared to provide the District with all the information requested in the RFP. The undersigned certifies that the RFP has been carefully examined and that the proposal contained herein meets or exceeds the scope of services as outlined herein and that any items that have been deleted from and/or added to the requested scope of services (including, but not limited to, the proposed contract language) are clearly noted as follows:

Signed this ____ day of _____, 202____.

Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

If a corporation, indicated State of incorporation and affix seal.

Attest: _____

By: _____

ATTACHMENT "A"
[Familial Disclosure Statement]

AFFIDAVIT OF STATE OF MICHIGAN, COUNTY OF Muskegon by _____
(insert name of affiant)

_____ makes this Affidavit under oath and states as follows:
(insert name of affiant)

1. I am a/the:

President / Vice-President / Chief Executive Officer / Member / Partner / Owner / Other (please specify)
_____ of [insert name of contractor], a bidder for Muskegon Public Schools.

2. I have personal knowledge and/or I have personally verified that the following are all
of the familial relationships existing between the owner(s) and the employee(s) of the
aforementioned contractor and the school district's superintendent and/or board members: _____

3. I have authority to bind the aforementioned contractor with the representations
contained herein, and I am fully aware that the school district will rely on my representations in
evaluating bids for the required services.

4. I declare the above information to be true to the best of my knowledge, information
and belief. I could completely and accurately testify regarding the information contained in this
affidavit if requested to do so.

_____ Dated: _____
(signature of affiant)

Subscribed and sworn before me in _____ County, Michigan, on the ____ day of
_____, 201____ (signature)
_____ (printed) Notary public, State of Michigan,
County of _____ My Commission expires on _____ Acting in
the County of _____

ATTACHMENT "B"
[Iran Economic Sanctions Act Certification]

I am the _____ of _____, or I am bidding in my
Title Bidderindividual capacity ("Bidder"), with authority to submit a binding bid for the Grounds Service at Charles Hackley Middle School for Muskegon Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

Attachment D

BID SHEET

Grounds Services at CHMS

work to start _____(enter date) \$ _____

Please list any Volunteer Alternates and details below: