Request for Proposals

For

Grounds Care and Snow Removal Services
Issue Date February 7, 2020

Kenowa Hills Public Schools (the “School District”) is desirous of receiving services for Grounds Care and Snow Removal Services. The purpose of this Request for Proposals is for Grounds Care and Snow Removal Services (the “RFP”) is to obtain sealed proposals from professional and qualified vendors who can provide the Grounds Care and Snow Removal Services in accordance with the terms and conditions of this RFP. The School District expects a three (3) year contract, starting with grounds care services on April 1, 2020 and ending with snow removal services on March 31, 2023. The School District may select one or more experienced and qualified vendor(s) to proceed with the negotiation process from those submitting Proposals. Past experience will also be judged through the references of each entity. The bid will be given to contractors who offer both services at all building locations listed.

SCHOOL DISTRICT PROFILE

The School District operates eleven (11) buildings, which include elementary, middle school, high school, transportation and administrative buildings. The School District desires Grounds Care for seven (7) buildings and Snow Removal for seven (7) buildings.

PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for submission of Proposals in response to this RFP is:

February 24, 2020 at 11:00 a.m. Local Time

All Proposals must be delivered to the School District’s Administration Office on or before the Due Date as follows:

Kenowa Hills Public Schools
Attn: John Gilchrist, Director of Finance
2325 Four Mile Road NW
Grand Rapids, MI 49544

All Proposals must be marked “Grounds Care and Snow Removal Services Proposal” in the lower left hand corner of the Proposal package.

Oral, E-Mail or Facsimile Proposals will not be accepted. Any Proposals received after the Due Date listed above will not be accepted or considered and will be made available to the respective vendor, unopened, for pick-up at the vendor’s sole expense.

At the specified location and Due Date stated above, all timely submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

Proposals must be presented in the format requested. Proposals not submitted in the
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 lowest bidder. The School District reserves the right to request additional information from any or all bidders. All Proposals shall be considered firm for ninety (90) days after the Due Date for Proposals.

Requests for clarification or questions on bidding procedures or specifications may be directed to Sam Wiltheiss by email at swiltheiss@khps.org.

From the issue date of this RFP until a vendor is selected and the selection announced, a prospective vendor shall not communicate about the subject of this RFP or a vendor’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for Sam Wiltheiss Director of Operations.

The School District intends that all vendors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a vendor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a request for clarification/question or other written response thereto, or in the Proposal.

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.

Each vendor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same subject matter and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

The following outlines the information that must be provided by each vendor 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. Proposals must: (i) demonstrate an understanding of the scope of services desired under this RFP; (ii) services, including the features of each, proposed by the vendor; and (iii) include all necessary information to enable the School District to thoroughly evaluate each vendor’s overall experience, expertise, qualifications and ability to deliver the services in accordance with the requirements and obligations of this RFP. Each Proposal shall also include any other information or explanations that the vendor feels is/are significant with respect to the School District making an informed decision relative to its Proposal.
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I. General Vendor Information

The following items are of interest to the School District concerning each vendor. As a quality business relationship is important, each vendor should include anything else it feels the School District should understand about its company and/or Proposal. Please answer the following questions if they are applicable. If not, please indicate with a "N/A" response.

A. What is the legal name of your company?

B. Please state the number of years your company has been in business.

C. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?

D. What are the headquarters' location address and relevant phone numbers?

E. What is the company ownership structure?

F. How many employees do you have locally?

G. Outline the insurance coverage you carry.

H. Provide Federal tax identification number.

I. Describe all past and present lawsuits or legal actions that your company has had in the past three years. Also, please state whether these actions have had a material effect on the financial condition of your company.

J. Explain your ability to provide service of Ground Care and Snow Removal.

K. Has your company filed for “Chapter 11” within the past five years? If yes, how will this affect your ability to provide service?

L. What kind of geographical classification applies to your company?

   1. Local: (i.e., operates only one city)
   2. Regional: (i.e., operates only in one geographical location)
   3. Multi-Regional: (i.e., in more than one region but not national)
   4. National: (i.e., provide services across the U.S. only)
II. **Organizational Structure and Philosophy**

A. How is your organization structured locally and how does this structure support your ability to provide the services you are proposing?

B. What differentiates your organization from your competition?

C. Describe your customer satisfaction guarantees of the services in your Proposal.

III. **Staffing**

A. How many Service Staff do you have in the local area?

B. Please attach an organizational chart of your support teams for the School District, locations, indicate their names, titles, telephone numbers, areas of responsibility, years of experience in the industry, current organizations each team member is providing a service to and years with your company.

C. Outline your training programs for your Service Staff.

IV. **Ground Care Specifications**

The following minimum specifications must be followed in regards to maintaining The District’s grounds:

A. All lawn/turf areas will be mowed and maintained at approximately 2 to 3 ½ inches, depending on the time of season and weather conditions.

B. String trimming/weed whipping of all areas around buildings, signs, trees, mailboxes, light poles, parking lots, playgrounds, fencing and other landscape items shall be done on an as needed basis.

C. Edging of selected sidewalks will be completed twice (2) a season. On or before May 20th and between August 10th-20th. The walks which are to be edged are all walkways leading up the main entrance/entrances of a building.

D. Spring and fall clean-up of lawn and shrub beds. This includes but is not limited to leaves, sticks, branches and trash.

E. Trash and debris will be picked up prior to mowing, not mowed through or over.

F. All work is to be performed in a safe manner to ensure that the risk of injury to people or damage to property can be avoided. Equipment will be operated at moderate speeds.
G. All work can be performed during normal day time hours providing that the use of power equipment is discontinued when and if children become present in the immediate area that the work is being done. Work can be performed during evenings and weekend hours providing the same safety precautions listed above are followed.

H. Each bidder will agree to replace or repair anything damaged as a result of grounds care practices. This includes but is not limited to damages to turf, shrubbery, trees, benches, curbs, fences, and buildings. All repairs must meet the approval of the Director of Operations and must be completed by April 1st of each year of the contract.

I. Each Bidder shall file a certificate of insurance naming The District as a co-insured party. Minimum amount shall be $1,000,000.00 in liability and property damage.

J. Unsatisfactory service, as determined by the Director of Operations, shall result in immediate termination of contracted services.

K. Attached forms must be filled out completely. Attachments can be used if needed.

L. Bids must be firm and guaranteed for a period of 3 years starting April 1, 2020 and ending March 31, 2023.

M. All City, County, and State rules and regulations are to be followed by employees while working on school district properties.

N. No employees with felony or larceny convictions are to perform work on school district properties.

O. Contractor must provide a copy of workers compensation and liability insurance annually.

P. INVOICE AND PAYMENT: The company providing grounds care services will invoice The District each calendar month. Payment will be made within thirty (30) working days of the receipt of the invoice.

V. **Snow Removal Specifications**

The following minimum specifications must be followed in regards to snow removal on The District’s properties:

A. All snow in excess of two (2) inches will be removed at least one (1) hour before the starting time of each building when school is in session and as requested before scheduled building activities.

B. Salting of sidewalks and parking lots is not part of the base contract. Please provide a separate cost as indicated on the "Snow Plowing Bid Form".
C. Snow removal service shall include all sidewalks within 3 feet of entrances where accessible, driveways, and parking lots. (This includes City sidewalks in which the district is responsible for).

D. Pedestal signs that are moved as a result of snow removal must be put back in the appropriate location at the completion of each snow season.

E. The Director of Operations will make final decisions when questions arise as to whether plowing is necessary.

F. Each bidder shall file a certificate of insurance naming The District as a co-insured party. Minimum amount shall be $1,000,000.00 in liability and property damage.

G. Each bidder will agree to replace and or repair anything damaged as a result of snow removal. This includes but is not limited to turf, shrubbery, trees, benches, and curbs. All repairs must meet the approval of the Director of Operations and shall be completed by no later than April 1 of each season.

H. Unsatisfactory service, as determined by the Director of Operations shall result in immediate termination of the contracted service.

I. The bidder is required to guarantee a minimum of twenty (20) “pushes”, per season and then needs to indicate the cost per push for any instances over the minimum (20) amount.

J. Bids must be firm and guaranteed for a period of 3 years starting April 1, 2020 and ending March 31, 2023.

K. Attached forms must be filled out completely. Attachments can be used if needed.

L. All City, County, and State rules and regulations are to be followed by employees while working on school district properties.

M. No employees with felony or larceny convictions are to perform work on school district properties.

N. Contractor must provide a copy of workers compensation and liability insurance coverage annually.

O. **INVOICE AND PAYMENT:** The Company providing snow removal services will invoice The District each calendar month. Every invoice must list the date’s snow removal services were rendered and the total number of pushes required at each location per snow event. Payment will be made within thirty (30) working days of the receipt of the invoice.
VI. **Other Financial Considerations:**

I. What are your acceptable forms of payment?

VII. **References**

A. Please provide four local references where you have provided similar services. (Preferably located within the counties of Allegan, Barry, Kent, Ionia, Montcalm, Muskegon, Newaygo, or Ottawa).

VIII. **Required Attachments**

A. Please provide the following:

1. Sample Contract
2. Terms and Conditions
3. W-9 Form
4. Service Guarantee
5. Familial Relationship Disclosure Form
6. Non-Discrimination Disclosure Form
7. Grounds Care Bid Form and/or Snow Removal Bid Form
# Appendix A: Grounds Care Building Locations

<table>
<thead>
<tr>
<th>Buildings</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Building</td>
<td>2325 Four Mile Rd. NW</td>
</tr>
<tr>
<td>Alpine Elementary</td>
<td>4730 Baumhoff NW</td>
</tr>
<tr>
<td>Central Elementary</td>
<td>4252 Three Mile Rd. NW</td>
</tr>
<tr>
<td>Early Childhood Center</td>
<td>3971 Richmond Ct.</td>
</tr>
<tr>
<td>High School (No Athletic Fields)</td>
<td>3825 Hendershot Rd. NW</td>
</tr>
<tr>
<td>Middle School (No Athletic Fields)</td>
<td>3950 Hendershot Rd. NW</td>
</tr>
<tr>
<td>Zinser Elementary</td>
<td>1234 Kinney</td>
</tr>
</tbody>
</table>

# Appendix B: Snow Removal Building Locations

<table>
<thead>
<tr>
<th>Buildings</th>
<th>Address</th>
<th>Starting Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Childhood Center</td>
<td>3971 Richmond Ct.</td>
<td>5:30 AM</td>
</tr>
<tr>
<td>Transportation Office</td>
<td>4473 Remembrance</td>
<td>6:00 AM</td>
</tr>
<tr>
<td>Administration Building</td>
<td>2325 Four Mile Rd. NW</td>
<td>6:00 AM</td>
</tr>
<tr>
<td>High School</td>
<td>3825 Hendershot</td>
<td>6:30 AM</td>
</tr>
<tr>
<td>Middle School</td>
<td>3950 Hendershot</td>
<td>6:30 AM</td>
</tr>
<tr>
<td>Alpine Elementary</td>
<td>4730 Baumhoff NW</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>Central Elementary</td>
<td>4252 Three Mile Rd. NW</td>
<td>8:00 AM</td>
</tr>
<tr>
<td>Zinser Elementary</td>
<td>1234 Kinney</td>
<td>8:00 AM</td>
</tr>
</tbody>
</table>

All walks, drives and parking areas, should be clear of snow at least one (1) hour prior to the above listed times. Salting of sidewalks and parking lots is **not** part of the base contract. Please provide a separate cost as indicated on the "Snow Plowing Bid Form". Some of the buildings have a 5:30 am start time. This is due to Day Care programs.
Appendix C: Familial Relationship Disclosure Form

All Bidders must complete the following familial disclosure and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the Kenowa Hills Public Schools Board of Education, Superintendent, School Director or Principal. Kenowa Hills Public Schools will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position and familial relationship or NONE.)

Signature(s): _____________________________Title

Name of firm and address:

On this ______________________, 20____, before me a Notary Public in and for said county, personally appeared ____________________________, agent of the said firm and who acknowledged the same to be his free act and deed as such agent.

Notary Public
Appendix D: Non-Discrimination Disclosure Form

All Bidders must complete the following non-discrimination form and attach this information to the bid.

In accordance with Board Policy #6320, all contractors doing work with Kenowa Hills Public Schools must acknowledge that they do not discriminate in their employment practices. By the attached sworn and notarized statement the contractor certifies that their employment practices do not discriminate based on religion, race, color, national origin, age, gender or gender identity, sexual orientation, height, weight, marital status or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Kenowa Hills Public Schools will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Name of firm and address:

On this ______________________, 20____, before me a Notary Public in and for said county, personally appeared ________________________, agent of the said firm and who acknowledged the same to be his free act and deed as such agent.

Notary Public
Appendix E: Affidavit of Compliance – Iran Economics Sanctions Act

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMICS SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirements provided in Kenowa Hills Public Schools’ (the “School District”) Request for Proposals For Gym Floor Resurfacing Services (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor 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 School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

________________________________________
Name of Contractor

By: _______________________________

Its: _______________________________

State of ____________________________
COUNTY OF _______________________

Date: _______________________________

This instrument was acknowledged before me on the _______ day of ________________, 20__,

by _________________________________.

________________________________________
Notary Public

_________________________, County, ___________

My Commission Expires: ________________

Acting in the County of: _________________
Appendix F: Certificate of Liability Insurance

Appendix G: Organization Charts
Appendix H: Sample Contract

The School District expects each vendor to include its appropriate purchase or leasing documents in its Proposal for consideration by the School District. Submitted contractual documents of the successful vendor may be subject to negotiation, and the following terms and conditions shall be included or incorporated into any purchase or leasing document between the School District and the selected vendor. For purposes of these provisions, “Contractor” means the successful vendor; and “Agreement” means the contractual document entered into between the School District and the successful vendor.

1. **Insurance.** Contractor agrees that it shall maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than One Million Dollars ($1,000,000.00) per occurrence/aggregate. Contractor further agrees that it shall maintain workers’ compensation coverage with statutory limits and will also maintain employers’ liability coverage with a limit of at least Three Hundred Thousand Dollars ($300,000.00) for each accident. School District is to be included as an additional insured on both the commercial general liability. The general liability are to be issued on an occurrence-made basis. Contractor agrees to provide School District with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days’ notice of cancellation or material reduction of insurance coverage. Insurance provided by Contractor must be placed with insurers that meet a minimum Best financial rating of A:10.

2. **General Indemnification.** Contractor agrees to indemnify and hold harmless and defend the School District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees and agents; (ii) any breach of the terms of the Agreement by Contractor; or (iii) any breach of any representation or warranty by Contractor under the Agreement.

3. **Governing Law.** The Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.
Appendix I: Grounds Care Bid Form

All bids are due by February 24, 2020 at 11:00 a.m. Local Time

Name of Company __________________________________________________________

Address ______________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Number of years that you have provided this type of service ______________________
(Please provide 3 current customer references)

Description of equipment you will use to provide services:
(Include size, style, and age of equipment. Attach if needed)

Number of employees assigned for grounds care ________________________________

B. Guaranteed annual bid for a period of 3 years starting April 1, 2020 and ending March 31, 2023. amount for grounds care for District ________________________________
Appendix J: Snow Removal Bid Form

All bids are due by February 24, 2020 at 11:00 a.m. Local Time

Name of Company ____________________________________________

Address __________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Number of years that you have provided this type of service ______________________
(Please provide 3 current customer references)

Description of vehicles you will use to provide services:
(Include width of blades and year and type of vehicle)

Guaranteed bid minimum number of (20) snow removal push ________________________

Guaranteed bid amount per additional push at each building ____________________________

Guaranteed bid amount per additional district wide push ________________________________

Guaranteed bid amount for any additional loader work per hour ________________________

Number of employees assigned for snow removal _________________________________

Separate Bid

Cost to provide (if needed) salting/ice removal treatment to all parking lots, sidewalks where plowed, and driveways at all buildings listed. ____________

Total bid for Grounds Care and Snow removal:

2020-2021 ____________________________
2021-2022 ____________________________
2022-2023 ____________________________

I agree to abide by all of the provisions stated in the bid letter if I am awarded the snowplowing contract by the Kenowa Hills Board of Education.

Date: ____________________________

Signature: ____________________________

Title: ________________________________