

**BEECHER COMMUNITY SCHOOL DISTRICT
CLEANING OUT AND AROUND THE OLD
BEECHER HIGH SCHOOL**

REQUEST FOR PROPOSALS ("RFP")



November 15, 2023

**REQUEST FOR PROPOSAL
BEECHER COMMUNITY SCHOOL DISTRICT**

Beecher Community School District will be accepting bids on the cleaning out and around the Old Beecher High School Building located at 1020 W. Coldwater Road, Flint, MI 48505.

Only sealed proposals will be accepted. Proposals be must be delivered to the Superintendent's office located in the Ira A. Rutherford, III Administration Building formally known as the Randall Coates Building, located at 1020 W. Coldwater Road, Flint, MI 48505 by 12:00 pm on 11/29/23.

Proposals delivered after the time specified will not be accepted.
Proposals will be opened publicly at 12:30 pm on 11/29/23.

All Correspondence shall be sent to Tyrone McCloud at tmcloud@beecherschools.org
There will be a mandatory walkthrough. No bid will be accepted if bidders do not attend.
Beecher Community School District reserves the right at its sole discretion to reject any and all proposals received without penalty. The final selection will be in the best interest of the District.

Proposals should adhere to the following format, both in content and sequence. Proposals should be succinct, yet provide adequate detail for objective analysis of firms. No billing will be accepted or honored for any cost involved with the preparation of proposals or any time involved with the interview process.

Project Details:

Cleaning debris from inside and around the Old High School Building in preparation for construction.

End of Posting

I. SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS

The date and time for receipt of Proposals is: **November 29, 2023, 12:00 pm**

1.1 Proposal Envelope. An opaque, sealed envelope containing your Proposal, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

BEECHER COMMUNITY SCHOOL DISTRICT
CLEANING OUT AND AROUND THE OLD BEECHER HIGH SCHOOL 2023
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and delivered to:

Beecher Community School District
Attention: Mr. Tyrone McCloud
Maintenance Director
1020 W. Coldwater Road
Flint, Michigan 48505

1.2 Late Proposals. Each Proposer is responsible for submission of its Proposal. Proposals or revisions to Proposals received after the date and time specified above may be rejected for consideration by the School District. Any rejected proposals will be returned to the Proposer unopened. The School District is not liable for any delivery or postal delays.

1.3 Original Proposal and Copies. Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's firm. Oral, telephonic, telegraphic, facsimile, or email Proposals will **NOT** be accepted. Along with the original, signed Proposal, the Proposer shall also submit two (2) copies of the Proposal. A copy of the Familial Relationship Disclosure form must accompany all bids. Bids received submitted without this form will be determined to be a non-bid.

1.4 Opening of Proposals. The Proposals will be opened at the date and time stated below, by the superintendent and/or such other administrator authorized by the Board of Education. No immediate decision will be rendered. Proposals will not be open to the public, nor disclosed to unauthorized persons prior to award of Contract. However, after award of Contract, all Proposals shall be open to public inspection, subject to any continuing disclosure prohibition under Michigan law.

1.5 RFP Clarifications and Addenda.

1.5.1 *Intent to Respond.* Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an “Intent to Respond” to Mr. Tyrone McCloud, tmcccloud@beecherschools.org. An Intent to Respond shall include the name of the Proposer, the name of the contact person, and that person’s email address. The School District intends to communicate with Proposers via email, including with respect to RFP clarifications and addenda. Those Proposers who fail to properly provide an Intent to Respond shall be responsible for obtaining any such information in an alternative manner.

1.5.2 *Requests for Clarification.* Proposers may request clarification of information within the RFP. All such requests should be made in writing to Mr. Tyrone McCloud at the property address and/or email address given above. A written response to all written requests for clarification will be made within five (5) business days after the receipt of such requests. No requests for clarification will be accepted after the close of business on November 27, 2023 at 3:00 pm. The responses to any requests for clarification will be provided to all Proposers who filed an Intent to Respond or are otherwise on record with the School District as having received an RFP.

1.5.3 *Addenda.* If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be emailed to those providing an Intent to Respond and otherwise available to all Proposers upon an appropriate request. The School District may, but shall not be required to, deliver addenda by regular mail or other method. All addenda shall become a part of the RFP. No Addenda shall be issued after the close of business on November 27, 2023. Each Proposer bears responsibility for confirming prior to submitting a Proposal that s/he has received all issued Addenda. To avoid miscommunication, each Proposer should acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.

1.5.4 *Availability.* Copies of this RFP and any associated addenda may be received from the Beecher Community School District Superintendent’s Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Thursday, prior to the time and date specified above for the submission of Proposals.

1.6 RFP/Proposal Information Controlling. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any information that may have been previously provided to, or alternately obtained by, a Proposer. A Proposer noting any inconsistency between the information contained in this RFP and any information previously or alternately obtained should submit a request for clarification. No information communicated verbally or in writing to or from a

Proposer shall be effective unless confirmed in writing in this RFP, an addendum to this RFP, a request for clarification response, or other another written response.

1.7 Bonding and Security. Each Proposal must be accompanied by a bid bond, certified check, or irrevocable letter of credit in an amount of five percent (5%) of the first year's proposed contract sum as a guarantee of the Proposer's good faith. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Beecher Community School District," and the School District will not be liable for any interest earned thereon. The security, in whatever form, shall be forfeited in its entirety as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to perform services or to execute the form of Contract, including the provision of insurance and bonds acceptable to the School District, within fifteen (15) days of an award of the Contract to Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award and execution of a Contract by the successful Proposer.

1.8 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The School District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the lowest bid. The School District reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal. The School District reserves the right, in its sole discretion (for this provision and for all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the School District on any awarded contract
- Submitting a Proposal determined by the School District to be unreasonable in price
- A Proposal is received by a Proposer determined by the School District not to be a responsible Proposer
- Any other reason deemed relevant by the School District and which is consistently applied

1.9 Release of Claims. Each Proposer submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

1.10 Proposer Bears Costs of Proposal. A Proposer is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting a Proposal, in otherwise responding to this RFP, or in any negotiation's incidental to its Proposal or this RFP.

1.11 Modification or Withdrawal of Proposals.

1.11.1 Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original proposal sum.

1.11.2 Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

1.12 Collusive Bidding and Relationship Disclosure.

1.12.1 The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

1.12.2 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached to this RFP as Attachment A.

1.12.3 The Proposer shall submit a certification under the Iran Economic Sanctions Act Certification in substantially the form attached to this RFP as Attachment B.

II. SELECTION TIME LINE, CRITERIA, AND EVALUATION

2.1 The RFP shall be released and considered on the following schedule:

Release of RFP	November 15, 2023
Mandatory Walkthrough	November 20, 2023 at 10:00 AM
Deadline for Requests for Clarification and Addenda	November 27, 2023 at 3:00 pm
Proposals Due	November 29, 2023 at 12:00 pm (noon)
Opening of RFP's	November 29, 2023 at 12:30 pm

Optional Interviews	December 5, 2023 (Time To Be Determined)
Award of Contract	December 6, 2023 at 6:00 pm
Commencement of Services	To Be Determined

With the exception of the deadline for Proposal submission, the School District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers.

2.2 Proposal Information. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information what will enable the School District to determine the Proposer’s overall qualifications. Each Proposal shall include the information identified below and any other information required by this RFP, but may also include any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

2.2.1 Original bid document and copies as required by Section 1.3.

2.2.2 The Proposal shall include a cover letter, including a brief executive summary, the legal name of the Proposer, and a statement of whether the Proposer is a sole proprietor, a partnership, corporation, or other legal entity. The cover letter shall be on company letterhead and signed by a person authorized to bind the Proposer in contract.

2.2.3 The Proposed Contract Sum shall be identified as outlined in the 2023 Summer Programming Support Invitation.

2.2.3.1 The Proposed Contract Sum shall be identified as a total dollar amount, but the Proposer shall provide an adequate explanation how its costs have been computed. Preference will be given to cost based upon student attendance.

2.2.4 The Proposer’s representative shall attest to the following: (a) Proposer has read and understands the RFP and project requirements and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with the buildings, grounds, and scope of work to be performed, and (c) Proposer’s price is based upon all required work, personnel, supplies, materials and equipment described in the RFP and in accordance with all terms and conditions without exception.

2.2.5 If applicable, the Proposer shall acknowledge in writing all Addenda received and reviewed prior to submission of its Proposal.

2.2.6 The Proposer shall acknowledge the at-will status of management and staff as further described herein.

2.2.7 The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, licenses, codes, ordinances and policies that apply to Michigan public schools.

2.2.8 All labor, equipment, and materials provided through these specifications shall be exempt from Michigan Sales and Use Tax.

2.3 Terms and Conditions

2.3.1 All vendors are required to adhere to all job site rules and regulations as governed by Beecher Community School District Board Policies.

2.3.2 Beecher is an Equal Opportunity Employer. Pursuant to the Executive Order 11246, as amended, the vendor is advised that under the provisions of this order, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

2.4 Bidding Requirements

2.4.1 The State of Michigan has passed a law that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultant, and who will work at or on any School District property, have been fingerprinted, have provided criminal background checks from the State Police and FBI and have not been convicted of any "listed offense".

2.4.2 By submission of the bid, the bidder declares and certifies that the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein. That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose and is in all respects fair and without collusion or fraud.

2.4.3 That no member of the Governing Body (Board of Education, Company Board, etc.) or the Owner(s), nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Owner(s), is directly or indirectly interested in this bid or in the supplies, materials,

equipment, work, or services to which it relates or in any portion of the profits therein

2.4.4 All bid prices shall remain firm through November 2, 2023. After the award of the contract, all contract prices shall remain in effect for the duration of the project as stipulated in the project. The Owner(s) may add elements to or delete elements from the contract using unit prices provided in the selected vendor's proposal.

2.4.5 As part of the base bid, the selected vendor shall provide service in complete compliance with the specifications that have been prepared for this project.

2.4.6 The base bid price shall include, but is not limited to, all services, materials, supplies, shipping, applicable taxes, insurance, labor, etc. for the turnkey service.

2.4.7 All questions relative to service requirements shall be written and submitted by email to Tyrone McCloud at tmcccloud@beecherschools.org. All questions will be answered in addendum form; no questions will be answered verbally. Questions may be submitted up to 72 hours prior to bid due date and time.

2.4 The following submittals are required. Absence of any submittals required for the bid proposal may disqualify the bid:

With Bid Proposal

1. Complete bid response Upon Award
2. Iran Statement
3. Detailed Timeline/Resources
4. Signed Contract

2.5 **Upon Completion**

2.5.1 A post-bid meeting and/or questions requiring a written response may be held/directed to the lowest cost compliant bidder(s) for project clarification, bid clarification, technical solutions, etc.

2.5.2 Beecher Community School District reserves the right to accept or reject any part of a bid, the whole bid, or all bids. Any bid not prepared and submitted in accordance with the provisions stated herein, and/or not deemed to be in the best interest of the Owner(s) will be rejected. Proposal information will not be shared with any other vendor until it is deemed "selected" for recommendation to the Owner(s).

2.5.3 Parties submitting bids will be notified of action taken as a result of this invitation to bid. Vendors may be asked to make one or more presentation(s).

2.5.4 The bidders may be required to fill out affidavits of non-collusion supplied by the Owner(s). The vendor, its employees and representatives, must not make available or discuss any cost information contained in the sealed copy of the proposal to, or with, any employee of all RFP participants from the date of issuance of this RFP until the responses have been publicly opened and announced. Any contact with anyone within Beecher may result in the disqualification of the bidder.

2.5.5 The bid proposal, the RFP, and any written clarifications accepted by the Owner(s) shall be binding upon the bidder for performance, as a part of contract documents, should that bidder's proposal be accepted.

2.5.6 It is the Owner's intent to select a service vendor following submission of bid proposals. However, nature of the proposals, the bid price, and other Owner(s) requirements may alter the timeline for installation and/or requirements in this request.

2.5.7 The Owner(s) reserves the right to cancel the RFP and rescind any awards, prior to the start of work, if the work will be delayed more than six (6) months due to circumstances beyond its control. The Owner(s) or its representatives will not be liable for any vendor costs prior to the Owner(s) authorizing the start of work.

2.5.8 In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date April 1, 2013, all vendors must certify that they are not an "Iran Linked Business" in order to submit a proposal. The Act prohibits individuals who have economic relations with Iran from submitting bids on request for proposals with the state or any other public entities. The Act also includes penalty provisions for submittal of false certifications. See Attachment.

2.6 **Contract, Delivery and Payment**

2.6.1 Beecher Community School District is exempt from Michigan Sales and Use Taxes. Tax exemption information will be provided in the contract signed with the awarded vendor. The vendor shall independently determine if it will be subject to sales and use taxes on components purchased to complete the project. The Owner will not pay any sales or use taxes on the complete project and / or any sales or use taxes required of the vendor for components used to complete the work.

2.6.2 The vendor agrees (to the fullest extent permitted by law) to release, discharge, defend, indemnify, and hold harmless the Owner(s) from past, pending, or future litigation associated with this project.

2.6.3 The vendor and manufacturer confirm that they either hold patents, copyrights, or have permission to sell, distribute, and or use the products (equipment, software, programs, etc.) as configured for this project. Furthermore, the vendor has secured authorization and grants a limited license to the Owner(s) for normal use and configuration of all system software for a duration of not shorter than the product's life. The Owner(s) agrees not to sell or allow third parties to duplicate proprietary software for the purpose of distribution or resale.

2.6.4 The respondent to this RFP shall be totally responsible for any and all costs of patents, copyrights, and other intellectual property necessary for the use of the equipment and software offered to the Owner. Any cost included in the respondent's proposal specifically payable to a third party(ies) for any patent, copyright, or intellectual property shall be itemized and "unit" priced. Should any patent, copyright, or intellectual property become subject to future payments to a third party for the continued use of the equipment and software, the respondent shall hold the Owner harmless from payment for any infringement of any disclosed or undisclosed patent, copyright, or intellectual property fee for the useful life of the equipment and software. Such useful life shall be clearly stated in the respondent's proposal. If, at any time in the future, the respondent or related third party(ies) does offer indemnification to any customer, the Owner too would be eligible for a new contract (without price or service changes) that offers them the same protection.

2.7 Protection of Persons and Property

2.7.1 Provider-supplied materials used or brought on site shall be asbestos-free and lead-free. Asbestos-free and lead-free are defined as materials that contain zero percent (0%) asbestos or lead. All contractors are to submit to the Owner(s) proof that their materials are free of asbestos and lead.

2.7.2 All work performed by the vendor shall meet and / or exceed all federal, state, and local regulations.

2.8 Insurance Requirements

Insurance.

2.8.1 The Proposer shall insure jointly the liability of itself, the School District, and their duly authorized representatives for damage to property or injury to persons which arise as a result of the Contract and the duties of the Proposer which arise therefrom. Such insurance shall be secured from an insurance company authorized by law to

transact the business of insurance in the State of Michigan. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the School District prior to execution of the Contract. Failure to do so shall be a justifiable basis to act against the Proposer's bid security.

2.8.2 The Proposer shall maintain insurance coverage satisfactory to the School District, including with respect to coverage limits and deductibles, and as set forth below during the Contract's term. The Proposer shall furnish evidence thereof to the School District not less than thirty (30) calendar days before coverage is required and services are scheduled to begin under the Contract. Such evidence shall be in the form of a certificate of insurance issued to the School District and shall include a minimum of sixty (60) days notification to certificate holders of cancellation or change in the policy, and shall be extended to include the School District as an additional insured. The proposed insurance provider(s) must be recognized to do business in Michigan.

2.8.3 The Proposer shall maintain such general liability insurance that will protect the Proposer from any claims for liability damages for personal injury, including death, and damage to property that may arise from operations under, related to, or about the Contract.

2.8.4 The Proposer shall maintain such workers compensation insurance as will protect the Proposer from claims that may arise from operations under, related to, or about the Contract.

2.8.5 The following types of insurance, limits of liability, and policy extensions are required of the Proposer and (except for limit) all sub-contractors:

Workers Compensation and Employers Liability Insurance

Coverage A – Statutory

Coverage B – \$1,000,000 Per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – Including Broad Form Extensions)

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations	Aggregate \$3,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fire/Legal	\$1,000,000

Comprehensive Automobile Liability Insurance (owned, hired, and non-Owned automobiles)

Bodily & Property Damage \$1,000,000 Combined Single Limit

The Proposer will not commence work under the Contract until all insurance stated in this RFP are obtained and the School District has reviewed all associated insurance policies.

2.8.6 The Contract, and any other contract between the parties based on this RFP, shall incorporate the terms of, and the School District accepted portions of the Proposer’s responses to, this RFP, subject to: (a) the School District’s ability, in its sole and absolute discretion, to negotiate the Contract’s terms, and (b) any specific exception to the Contract’s terms as identified and explained in writing by the Proposer and agreed to by the School District. In the event of any inconsistency between the Contract and the RFP and response, the provision that is most favorable to the School District (as determined in the School District’s sole discretion) shall govern. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

Attachments to RFP:

Familial Disclosure Form

Iran Economic Sanctions Act Certification

Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ 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 custodial/maintenance/repair services at Beecher Community School District.

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 custodial/maintenance/repair 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.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, _____

(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 _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of custodial/maintenance services to Beecher Community School District. 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)