

**Request for Proposals (RFP)
Landscape Services**

Schools: MacDowell Elementary/Middle School
4201 West Outer Drive, Detroit, MI 48221

Services: Landscape Maintenance
Snow Removal

Term of Services: Expected contract term is July 1, 2017 -
June 30, 2018, with option to renew for up
to four additional one-year terms.

Proposals Due: Friday, June 9 by 4PM

Questions: Submit questions to APS Facilities Manager
Terry Kochis at
tkochis@americanpromiseschools.org by
June 2, 2017. Vendors will receive
written responses to all questions posted by
June 5, 2017.

Optional School Walk-Throughs: Vendors who wish to visit the APS school
campuses to inform their proposals should
contact Terry Kochis at
tkochis@americanpromiseschools.org for
further details. School Walk throughs will
be scheduled for May 31, 2017 at 10AM.

Submit Proposal To: Liz Ruiz
Director of Operations, American Promise
Schools
4366 Military Street, Detroit, MI 48210
Please provide three hard copies of your
proposal.

About American Promise Schools and MacDowell

American Promise Schools (APS) was formed in April 2013 with a focus on the turnaround and support of existing urban schools in Michigan. During the 2013-14 school year, APS supported its first network school, the Jalen Rose Leadership Academy. APS added two additional schools to the network in the 2014-15 school year: Voyageur College Preparatory High School and Voyageur Academy. APS added MacDowell Preparatory Academy for the 2016-17.

MacDowell Elementary/Middle School is an open enrollment, public charter school located on the northwest side of the city servicing students grades K-8. For more information on American Promise Schools, please visit www.americanpromiseschools.org and www.macdowellprep.com.

Scope of Services

The Contractor shall:

- Furnish all skilled labor and/or materials, tools, and equipment necessary to perform and complete the following Landscape Maintenance (the "Work").
- Perform the work with the highest standards of attention to detail and in accordance with the specifications listed below.

1. Lawn Cutting

- Lawn areas will be prepared for cutting by removing foreign objects and debris.
- All mowers shall be set at a height no less than 2" and no more than 3.75".
- Trim all turf areas not accessible by lawn mowers by using hand/power string trimmer.
- Edge all cement sidewalks and roadways every second week.
- Blow and/or sweep all grass clippings onto lawn area.
- Contractor will perform mowing services on the same day of each week and on a seven (7) day frequency.
- If mowing services are not performed due to weather conditions (extended dry spells, etc.) the customer will be able to deduct charges from the balance due.

2. Spring Clean-up

- Removal of all debris (sticks, papers, leaves, garbage) from turf areas, tree and shrub beds, parking lot areas, and sidewalks. All debris will be transported off the property. Clean-up will be completed no later than May 1 of the contract year, weather permitting.

3. Fall Clean-up:
 - Rake, gather, and remove all leaves and debris from the property in the fall, or otherwise specified. Clean and removal of all leaves and debris under all plants, shrubs, and trees, along property line, in parking lot areas, walkways and building entry areas. Customer will be notified of both the start date and upon completion. All debris and leaves will be removed/transported from property site. The cleanup will be performed no later than November 15, weather permitted.
4. Shrub Trimming:
 - Pruning and shaping of all shrubs, bushes and small ornamental trees to retain a natural appearance. This service includes all necessary cleanup/removal and disposal of clippings. Service to be performed twice during the season and timing scheduled with customer.
5. Fertilizer Application:
 - Will include four (4) applications throughout the year. Applications will be as follows:
 - Spring Crabgrass pre-emergent control with startup fertilizer to provide a quick startup-granular.
 - Broadleaf weed control with fertilizer to stimulate new grass growth – liquid
 - Balanced fertilizer to ensure deep root growth and health grass plants – granular.
 - Broadleaf weed control with fertilizer to keep lawn healthy through cool temperatures – liquid.
6. Weed & Bed Care:
 - Maintain all bed areas free from weeds. Specifically, weeds will be removed by hand from all stone, mulch and flowerbeds. This service will be provided twelve (12) times during the season, frequency to be determined by Customer.
7. Mulch Installation:
 - All specified bed, shrub and tree basins are to be mulched and shaped at a minimum depth of 2" with Shredded Hardwood mulch unless otherwise specified on bid worksheet. Tree rings will be mounded and shaped. Installation will include delivery, any necessary bed preparations, and cleanup of any extra material of debris.
8. Sod Repair in Spring:
 - Removal of all damaged sod with commercial sod cutter creating uniform edges. Sod replaced in full width rolls with hand cutting for detail.
9. Sprinkler Start-up & Winterization:
 - Service includes any necessary adjustments to sprinkler heads and a check-up to insure system is working properly. On or before May 15, sprinkler system will be properly turned-on and tested. Systems will be left in the off position until customer requests system to be automated. On or before

October 15, sprinkler lines will be winterized to prevent freezing and damage to underground lines.

10. Core Aeration:

- All turf areas shall be aerated once per year by means of removing soil material from the ground. This shall be a “core-aeration” system, with the core size being approximately ½” diameter by 2” deep by 3” on center throughout all law areas. Service will be performed only when requested by customer.

11. Snow Removal:

- Facility areas to be maintained snow/ice free include, but are not limited to: private roads, parking lots, stairs, ramps and approaches, walkways/sidewalks, fire doors/exits, entrance and access doors, shipping and receiving areas, vehicle turning areas and facility driveways.

Instructions for Contractor Proposals

In your proposal, please answer the following questions:

1. Experience: What experience does your firm bring to this work?
 - a. Please specifically describe your firm’s history, leadership, organization structure, and experience with charter schools in Michigan.
 - b. Please provide three references that we might contact to further evaluate your services. If possible, we would prefer to contact charter schools in the Detroit area.
2. Services: Please outline your approach for providing the services noted in the scope of services above.
 - a. How will you plan to ramp up and begin the work effective July 1, 2016?
 - b. Are there any services outlined in the scope that your firm is not prepared to offer at this time?

In your proposal, please include the following documentation:

1. Signature Page (attached)
2. Bid Submission Sheet (attached)
3. Conflict of Interest Affidavit (attached)
4. Assurances and Certification Page (attached)

Indemnity, Release, Insurance and Security

Insurance

1. Evidence of Contractor Insurance Coverage
 - a. The Contractor shall provide MacDowell at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable as listed below:

- i. Certificate of Liability Insurance properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.
 - b. Insurance Requirements
 - i. During the performance and up to the date of final acceptance of the work, the Contractor must effect and maintain insurance hereafter listed below:
 - 1. The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
 - 2. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
 - ii. The following shall be Additional Insureds on Commercial General Liability Insurance: MacDowell, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
 - iii. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- 2. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to MacDowell at least ten (10) days prior to the expiration date.

Indemnification and Hold Harmless

- 1. The Contractor shall indemnify and hold harmless APS, MacDowell, its officers, agents, and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable

laws, including, but not limited to, labor laws and minimum wage laws.

- c. Voyageur Academy will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure on the part of the contractor, its employees or suppliers, regardless of any language in any attachment or other document that the Contractor may provide.
- d. The Contractor shall reimburse MacDowell any expenses incurred as a result of the Contractor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

Default and Termination

1. In the event the Contractor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, MacDowell may notify the Contractor of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Contractor as the manager or, in the case of notice by the Contractor or by mailing the same certified or registered mail to the address for the Contractor in the proposal, or the address for MacDowell in the case of notice by the Contractor.
3. Failure on the part of MacDowell to notify the Contractor of default shall not be deemed a waiver by MacDowell of MacDowell's rights on default of the Contractor and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from, the Contractor shall immediately correct such default. In the event the Contractor fails to correct the default to the satisfaction of MacDowell, MacDowell shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Contractor of any liability to MacDowell for damages sustained by virtue of any default by the Contractor.
5. The Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event MacDowell prevails, the Contractor shall pay all expenses of such action including MacDowell's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (30) day notice to the other party.

Integration

1. All RFP documents and addendum, contractor's response to this RFP, subsequent purchase orders, and contract with the successful contractor contains the entire understanding between the parties.

SIGNATURE PAGE

This form must be returned, properly executed. Please use this page as a cover sheet for your bid proposal.

In compliance with the Request for a Proposal made by MacDowell the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the APS/MacDowell Board of Directors nor any officer, employee or person whose salary is payable in whole or in part by the respective boards is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that APS/MacDowell will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

Company: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Are you a small business? Yes _____ No _____

Are you a minority business? Yes _____ No _____

If yes, list minority: _____

BID SUBMISSION SHEET

Landscape \$ _____

Snow Removal \$ _____

Total Bid \$ _____

Name/Title

Company Name

Telephone Number

Address

Approximate Installation Date

City/State/Zip

Exceptions, additions or deviations from specifications

I, _____, a duly authorized representative of the
(please print name)

Bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances and, further, to hold MacDowell harmless should any judgment be rendered against our firm for violations(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands and will comply with all requirements and conditions of the specifications.

Signature Title Date

CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following: State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW:

List and describe all existing Conflicts of Interest. (Attach an additional page if necessary.)

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: _____

Signature: _____

Name of Company: _____

City: _____

State/Zip: _____

NOTARY: State of

County of

Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ Day of _____, 20__ .

Notary Public: _____

My commission expires: _____

ASSURANCES AND CERTIFICATIONS

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. MacDowell as a Michigan public entity is required to follow Public Act 517 of 2012.

Signature

Date