



**REQUEST FOR PROPOSALS
FOR
ATHLETIC FIELD MAINTENANCE**

**RFP #23-0118
ISSUE DATE: January 10, 2023**

**WALLED LAKE CONSOLIDATED SCHOOLS
Educational Services Center
850 Ladd Road, Building D
Walled Lake, Michigan 48390**

I. OVERVIEW

1.1. PURPOSE

Walled Lake Consolidated Schools (the “School District”) is requesting proposals from qualified contractors for annual athletic field maintenance of the competition and practice fields at seven (7) School District facilities (the “Work”).

1.2. SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s anticipated timeline for its selection process is:

Issuance of this RFP	January 10, 2023
Deadline for written Requests for Clarifications	4 p.m., January 16, 2023
DUE DATE FOR PROPOSALS	12:00 p.m., January 18, 2023
Recommendation of bid award to Board of Education	February 2, 2023

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

Wednesday, January 18, 2023 at 12:00 p.m. EDT (the “Due Date”)

2.1.1. Bid Form: Bids will be accepted in hard copy format, subject to the instructions in paragraphs 2.1.2 through 2.1.5, or in electronic format via BidNet Direct, subject to the instructions in paragraph 2.1.6.

2.1.2. Hard Copy Submission Proposal Envelope: The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
RFP #23-0118 – Athletic Field Maintenance
[Contractor’s Name]
[Contractor’s Address]
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follows:

WALLED LAKE CONSOLIDATED SCHOOLS
Attention: Victoria Amore
850 Ladd Road, Building D
Walled Lake, Michigan 48390

- 2.1.3. Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.
- 2.1.4. Signed Original Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 2.1.5. Copies of Proposal:** The Contractor shall also submit with the signed original Proposal, two (2) complete copies of the signed original Proposal.
- 2.1.6. Electronic Bid Submission:** Electronic bids shall be submitted via BidNet Direct (<https://bidnetdirect.com>). Each Bid must be submitted by an authorized member of the Bidder's company. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Bids will be accepted. Each Bid must be submitted through BidNet Direct Electronic Bid Submission System.
- 2.1.7. Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 2.1.8. E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include e-mail.
- 2.1.9. Additional Requests For Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will not respond to any Request For Clarification received after **4 p.m. on January 16, 2023**. All Requests For Clarification must be directed to Brian Swinehart, Director of Athletics, at BrianSwinehart@wlcsd.org with a copy to Victoria Amore, Manager of Finance and Purchasing, at VictoriaAmore@wlcsd.org (Subject Line: RFP #23-0118 Athletic Field Maintenance Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District's website. It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

- 2.1.10. Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or an Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for the interview process, additional Requests For Clarification in accordance with Paragraph 2.1.8 above, or as otherwise required by applicable law.
- 2.1.11. Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive or acknowledge receipt of any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.
- 2.1.12. RFP/Proposal Information Controlling:** The School District intends that all Contractors 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 Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 2.1.13. Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 2.1.14. Reservation of Rights:** 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 Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another Contractor.
- 2.1.15. Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- 2.1.16. Contractor Bears Proposal Costs:** 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.

2.1.17. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.18. Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

2.2. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor 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. Please also refer to Sections 2.1, 4.1 and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the "Contract" and referred to throughout the Contract as the "Agreement") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal.

Each Proposal must include, at a minimum, the following:

2.2.1 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.

2.2.2 References – Each Proposal must include detailed evidence that the Contractor is currently providing similar projects for other K-12 public school districts or

educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of work provided. This should include school districts of similar size and scope as the School District.

- 2.2.3** Evidence of the Contractor’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District. Refer to the form of Contract (**ATTACHMENT D**) for insurance requirements.
- 2.2.4** Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.
- 2.2.5** A completed Proposal Pricing Form provided as **ATTACHMENT A**.
- 2.2.6** A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.
- 2.2.7** A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.

2.3. CONTRACTOR RESPONSIBILITIES

- 2.3.1. Inspection of Sites:** The bidder shall be responsible for making site visitations. To arrange an inspection of the sites, contact Brian Swinehart, Athletics Director, at (248) 956-2074. Each bidder shall be held to have compared the premises with the specifications and to be satisfied as to the conditions affecting the services to be provided before delivery of its proposal. No allowance or extra consideration on behalf of any bidder will subsequently be allowed by reason or error or oversight on part of the bidder.
- 2.3.2. Insurance:** Satisfactory Workers Compensation insurance and liabilities and property damage insurance must be maintained and paid for the Contractor at all times work is performed. Refer to the form of Contract (**ATTACHMENT D**) for insurance requirements.
- 2.3.3. Labor, Material and Equipment:** Contractor must provide all labor, materials and equipment necessary to complete this project. All equipment must be OSHA and MIOSHA standards.

2.4. SPECIFICATIONS

- 2.4.1. Scope of Work:** The Contractor shall provide all personnel and equipment required for the annual cutting and one (1) or two (2) broad leaf fall/spring/summer applications, as needed, of all competition and practice athletic fields and the monitoring of all irrigation systems at the following locations (the “School Premises”):

Central High School 1600 Oakley Park Road Walled Lake, MI 48390	1. Baseball (field no. 2) 2. Softball (field no. 3) 3. Practice areas (field no. 4, 5, 6, 7)	Annual cutting for fenced area Annual cutting for fenced area Annual cutting
Western High School 600 Beck Road Walled Lake, MI 48390	1. Baseball (field no. 3) 2. Softball (field no. 2) 2. Practice areas (field no. 4)	Annual cutting for fenced area Annual cutting for fenced area Annual cutting
Northern High School 6000 Bogie Lake Road Commerce, MI 48382	1. LAX/Soccer (field no. 1) 2. Baseball (field no. 2) and 3. Softball (field no. 3) 4. Practice areas (field no. 4, 5)	Annual cutting for area w/in running track Annual cutting for fenced area Annual cutting for fence area Annual cutting
Geisler Middle School 46720 W. Pontiac Trail Walled Lake, MI 48390	1. Football (field no. 2) 2. Soccer (field no. 1) 3. Baseball (field no. 3) 4. Practice areas (field no. 4, 5)	Annual cutting Annual cutting Annual cutting Annual cutting
Sarah Banks Middle School 1760 Charms Road Wixom, MI 48343	1. Football (field no. 1) 2. Soccer (field no. 2) 3. Baseball (field no. 3, 4)	Annual cutting Annual cutting Annual cutting
Walnut Creek Middle School 7601 Walnut Lake Road West Bloomfield, MI 48323	1. Football (field no. 1) 2. Soccer/Softball Outfield (field no. 2)	Annual cutting Annual cutting
Clifford Smart Middle School 8500 Commerce Road Commerce, MI 48382	1. Football (field no. 1) 2. Soccer (field no. 2) 3. Practice area (field no. 3)	Annual cutting Annual cutting Annual cutting

Annual cutting shall consist of mowing and irrigation system monitoring.

2.4.2. Mowing: High school baseball and softball fields, Northern High School’s LAX/soccer field and middle school soccer and baseball fields:

High school baseball and softball fields, Northern High School’s LAX/soccer field and middle school soccer and baseball fields:

- Height of cut: 2 inches
- Frequency: 36 cuts per season
- Equipment: Rotary mower equipped with freshly sharpened blades
- Litter removal: All debris and/or litter shall be removed before mowing
- Clipping removal: Only if accumulation interferes with play, determined by Director of Athletics
- Weed whip where necessary

High school practice areas:

- Height of cut: 2 inches
- Frequency: 30 cuts per season
- Equipment: Rotary mower equipped with freshly sharpened blades
- Litter removal: All debris and/or litter shall be removed before mowing
- Clipping removal: Only if accumulation interferes with play, determined by Director of Athletics

The beginning and the ending of the mowing season and actual duration of the twice per week mowing shall be determined by the Director of Athletics or his designee. Please communicate with Director of Athletics.

2.4.3. Irrigation: All high school and middle school game fields are equipped with automatic irrigation systems. Contractor shall program the irrigation controls and monitor irrigation results to assure a vigorous healthy turf.

Irrigation shall be used to supplement natural rainfall to meet the minimum requirements of 1 inch per week and 1 ½ inches per week in July and August.

Contractor shall alert Director of Athletics immediately with any concerns relating to the operation of the irrigation system.

2.4.4. Term: The Contractor shall render Services pursuant to this RFP commencing March 1, 2023 and continuing through October 31, 2024, with the option at the School District's discretion to extend this Contract by up to two (2) additional years on a year-to-year basis.

2.4.5. Damages: Contractor shall be responsible for any and all damages to existing roads, sidewalks and curbs, buildings, equipment or utilities, sustained as a result of work under this contract, caused by either his/her operations or in the delivery of materials and equipment for his/her use. The cost of repairing or replacing of such damaged facilities shall be borne by the responsible Contractor. The repair of replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the Owner. Should the Contractor fail to properly restore any damaged property, the Owner shall make all necessary repairs and deduct the cost thereof from the contract price.

2.4.6. Invoicing and Payment: The Contractor shall submit invoices to the School District on a monthly basis to the Director of Athletics, 850 Ladd Road, Building D, Walled Lake, Michigan 48390. The School District shall pay the Contractor's invoices within thirty (30) days after receipt providing all Services were performed to its reasonable satisfaction.

2.4.7. Assignment: Contractor shall not assign the Contract, in whole or in part, without the School District's prior written consent.

2.4.8. Project Coordination: Because school activities may be proceeding at the same time as the project covered in this specification, the Contractor shall coordinate the Work with the Director of Athletics and the Principal of each school to ensure that all work progresses in a manner that does not conflict with school activities. High school fields cannot be accessed for work before 2:00 p.m. Monday through Friday during the school year unless prior agreement is received from the Director of Athletics.

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1. Familial Disclosure Affidavit: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School District's Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B.**

- 3.1.1.2. Iran Economic Sanctions Act:** In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C.**
- 3.1.1.3. Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.
- 3.1.1.4. General Indemnification:** Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, Contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with Contractor’s performance of the Contract and/or from Contractor’s violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Walled Lake Consolidated School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.
- 3.1.1.5. Compliance With Laws:** Contractor shall comply with any and all applicable federal, state and local laws, rules, ordinances, policies and

regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, Contractors, contractors and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend and hold School District harmless from any liability from its failure to so comply.

3.1.1.6. Right to Terminate on Breach: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all documentation regarding the Work.

3.1.1.7. Pricing: Prices quoted are to be F.O.B. to Walled Lake Consolidated Schools. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.8. Taxes: The School District is exempt from taxes. However, when state and local taxes are required on construction materials installed by the

Contractor, such taxes must be included in the Contractor's Proposal price.

- 3.1.1.9. **Proposal Withdrawal**: Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

- 4.2.1. Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
- 4.2.2. List of Contractor's References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of Work/services provided.
- 4.2.3. Contractor's Verification of addenda to the RFP, if any.
- 4.2.4. Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 4.2.5. A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B**.
- 4.2.6. A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C**.

ATTACHMENT A

PROPOSAL PRICING FORM – ATHLETIC FIELD MAINTENANCE RFP #23-0118

CONTRACTOR INFORMATION:

COMPANY NAME:

CONTACT PERSON:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER:

E-MAIL ADDRESS:

A. CONTRACTOR PRICING

	Year 1 March 2023 - February 2024	Year 2 March 2024 - October 2024
PROPOSAL #1	Pricing per Year	Pricing per Year
Annual cutting of LAX/Soccer game field at Northern High School		
PROPOSAL #2		
Annual cutting of baseball and softball game fields at all three high schools		
PROPOSAL #3		
Annual cutting of football and soccer game fields at all four middle schools and one middle school baseball game field (Geisler Middle School)		
PROPOSAL #4		
Annual cutting of practice areas at all three high schools and three middle schools (Banks, Geisler, Smart)		
ADDITIONAL SERVICES		
Special mowing requests for one time occurrence - pricing per hour		
Maintain skins on baseball and softball fields at high schools and middle schools - price per application		

B. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request For Proposal, the Contract and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

My signature certifies the Contractor is not suspended or debarred from federal procurement.

I hereby certify that I am authorized to sign as a Representative for the firm.

CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF RFP #23-0118 ATHLETIC FIELD MAINTENANCE.

Name of Contractor: _____

(Signature/Principal)

(Name Printed)

Date: _____

ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of _____ (the “Contractor”), pursuant to the familial disclosure requirement provided in the Walled Lake Consolidated School District’s (the “School District”) Request For Proposals For Athletic Field Maintenance, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District’s Board of Education Members and its Superintendent may be found at <http://www.wlcsd.org>.

List any Familial Relationships:

CONTRACTOR:

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by

_____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

ATTACHMENT D

CONTRACT

CONTRACT

I. This Contract (“Contract”) is made on _____, 20__ (“Effective Date”), between **WALLED LAKE CONSOLIDATED SCHOOL DISTRICT**, a Michigan general powers school district (“School District”), whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390 and _____, a limited liability company (“Contractor”), whose address is _____. The School District and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The School District issued a Request For Proposal For Athletic Field Maintenance dated _____ (the “RFP”), the purpose of which was to solicit proposals from qualified Contractors for annual athletic field maintenance of the competition and practice fields at seven (7) School District facilities in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Work”).

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor’s Proposal to the RFP. The Contractor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as **Exhibit A** (collectively referred to as the “Proposal”).

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal.

E. The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) **Incorporation By Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

(b) **Order of Precedence.** The Contract Documents, which are all incorporated herein by reference, include the following:

- This Contract, including all Attachments hereto;
- The RFP, including the Specifications attached thereto; and
- Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. **TERM AND TERMINATION**

(a) This Agreement shall commence as of the Effective Date and all work hereunder shall be completed no later than _____ and shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for work not actually performed.

(c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

3. **WARRANTY**

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of one (1) year from completion of the Work.

4. INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

(a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

(b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.

(c) If Sub-Contractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.

(d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.

(e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.

(f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:

1. A Best's rating for each of your insurance carrier at A-VII or better,
2. "Walled Lake Consolidated School District" is endorsed as an additional insured on the General Liability policies.

5. CONTRACTOR'S COMPENSATION

Based upon the School District's RFP and the Contractor's Proposal, the School District shall pay the Contractor for its Work as follows: \$_____.

6. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

Attention:

Copy To:

If to the School District: Walled Lake Consolidated School District
Attn: Manager of Finance & Purchasing
850 Ladd Road, Building D
Walled Lake, Michigan 48390

(b) Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, or any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent Contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) Captions. The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

(h) Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(i) Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersede all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

CONTRACTOR:

SCHOOL DISTRICT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B
PROJECT SCHEDULE