

REQUEST FOR PROPOSAL

H. H. Dow High School Pool Resurfacing RFP

SCOPE:

The scope of work must include, but is not limited to:

Pool Resurfacing (Base Bid):

Midland Public Schools will drain the pool and remove the pool lane dividers. Contractor shall properly remove and reinstall accessibility equipment such as, but not limited to, chair lifts, ladders and rails fixed to the pool deck. Installation of all material and workmanship shall be per the manufacturer's specifications. Cover all drains and inlets to prevent any and all debris from entering pool piping during the duration of work. Contractor is responsible for removal and proper disposal of all construction debris from jobsite. Prepare pool surface for new plaster by sawing and chipping around all fittings, lights and lane line tile. V-cut all cracks back by saw cutting to structural soundness and repair with epoxy or other approved sealer. Repair any hollow or damaged areas in the pool shell. Apply Bond Kote adhesive to insure chemical and mechanical bond. Install new Marcite plaster. The finish plaster shall have a smooth and uniform finish. Provide thickness as acceptable to industry standards and to maintain warranty. Install plaster per manufacturer's specifications. Replaster the pool in White Marble plaster. Repair ceramic tile lane markers. Tile should be matched as close as possible. The new pool surface shall be fully cured to manufacturer's specifications prior to refilling the pool. The contractor will notify the district when the pool can be refilled. Refilling of the pool and the chemically balancing of the pool will be by the district. Contractor may be called on to assist if any problem shall arise. Provide a 2-year written warranty covering against any plaster delamination. Warranty shall cover both material and labor. Contractor will be on premises to address warranty claims within 24 hours of notification and schedule the repairs to suit the district's schedule.

Pool Resurfacing (Alternate Bid):

Alternate bid consists of removal of all existing marcite, lane markers and the replacement with new marcite surfaces and tiled lane markers. The work shall include but not be limited to the following: Mobilization; removal of existing marcite surfaces; dust removal, bond coat application, protection of

existing tile and appurtenances, installation of new marcite surface; seal all the edges, joints and penetrations, installation of all existing lane markers and lane targets; leak testing, cleanup. The contractor will notify the district when the pool can be refilled. Refilling of the pool and the chemically balancing of the pool will be by the district. Contractor may be called on to assist if any problem shall arise. Provide a 2-year written warranty covering against any plaster delamination. Warranty shall cover both material and labor. Contractor will be on premises to address warranty claims within 24 hours of notification and schedule the repairs to suit the district's schedule. Contractor will repair any concrete damage found after removal of marcite. The contractor will submit a change order after discussion with the district and be paid on a time and materials basis. Contractors will use the prevailing wage rate.

Contractor is responsible for all measurements.

Contractors Qualifications

Contractor must have five years of experience in this type or similar work.

Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of two years after the date of Completion of the work. All work that proves defective, by reason of faulty material or workmanship, within said period of two years, shall be replaced by the Contractor free of cost to the district. These guarantees shall not operate as a waiver of any of the district's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

Inspection of Site

Bidders will be held responsible to have compared the premises with the specifications and to have satisfied themselves to the conditions of the premises and any other conditions affecting the carrying out of the work. No price allowance or extra considerations on behalf of the contractor(s) will subsequently be allowed by reason of error, oversight, or failure to reasonably inspect on the part of the bidder(s) an/or contractor(s).

Site Visit

Contractors may walk the site to determine the scope of work, equipment and materials required by setting up an appointment with Michael Moeggenberg before the bid opening:

Michael Moeggenberg
Director of Facilities and Operations

Midland Public Schools
989-923-5035
moeggenbergmj@midlandps.org

Performance Bond

A Performance Bond by a qualified surety authorized to do business in Michigan in the amount of twenty-five percent (25%) of the Base Bid shall be provided by the successful contractor for each proposal or proposal combination.

Payment Bond

A Payment bond of twenty-five percent (25%) of the Base Bid shall be provided by the successful contractor for each proposal or proposal combination.

Prevailing Wage Requirements

To bid on this RFP a contractor must hold a state project registration and any sub-contractor working on this job must also hold a state project registration. The successful contractor is required by law to pay prevailing wage for this job. All documents pertaining to prevailing wage must be processed and the successful contractor must submit pay records for each pay period to the district and to the Michigan Department of Labor and Economic Opportunity. Documentation on prevailing wage for this RFP are included as an attachment. All other prevailing wage laws in the State of Michigan must be adhered to for this contract.

Payment:

The successful bidder will be required to submit a pay application to receive payment. The district will have up to thirty (30) days to submit payment to the contractor for the work completed and materials on site. No materials will be paid for until they are on Midland Public Schools property and confirmed by the district.

Safety

The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to MIOSHA and the Right-to-Know.

Fines for MIOSHA Violations

If the District is assessed any fines for MIOSHA violations arising out of these contract services and attributable to the Contractor, the Contractor shall reimburse the district for these.

Permits

The contractor is required to obtain and pay for any required permits both state and local.

Insurance Requirements

The Contractor will provide the district with the required insurance certificates before the Contractor is awarded the contract. These certificates of insurance shall be submitted to the District's Maintenance Department. Once contract is awarded Midland Public Schools will need to be added as an additional insured to the insurance policies.

Minimum Required Insurance Limits

	Minimum Limits
Commercial General Liability	
Fire Damage	\$100,000
Medical Expenses	\$ 10,000
Personal & Adv. Injury	
Each Occurrence	\$1,000,000
Aggregate \$2,000,000	
Products - Comp/Op Agg.	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Excess Liability (Umbrella)	
Each Occurrence	\$5,000,000
Aggregate	\$10,000,000
Fidelity/Employee Dishonesty Bond	\$50,000
Automobile Liability (Including Hired & Non-Owned)	
Personal Injury/Bodily Injury	
Each Occurrence	\$1,000,000
Or Combined Single Limit	\$1,000,000
Property Damage	
Each Occurrence	\$500,000

The Contractor must also provide all its employees working on this contract with Workers' Compensation insurance. The district will not be responsible for any job-related injuries to the Contractor's employees. Contractor will provide the district with proof of insurance with at least the following coverage limits:

Minimum Limits

Coverage A Statutory

Coverage B as follows:

Each Accident \$500,000

Disease - Policy Limit \$1,000,000

Disease - Each Employee \$500,000

Bid Information

Bids will be accepted until 2:00 P.M. local time on February 19, 2026, at which time bids will be opened and read aloud for presentation to the Board of Education at their next regularly scheduled meeting. No oral, telephonic or facsimile proposals will be considered. NO proposals will be considered after the closing of bids.

Owners Rights

The Board of Education reserves the right to accept or reject any or all item(s) in the bid; to accept or reject any or all bid(s); to waive any informalities therein; or for any reason, to award the contract to other than the low bidder. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

All bids shall be firm for one hundred eighty days (180) from the date of the bid opening. All bids must include a signed "Iran Economic Sanctions Act Certification" and a "Familial Relationship Disclosure" form (enclosed with documents).

All bids must be submitted on the attached bid form and signed by the bidder. Two (2) copies of the bid form should be addressed to the attention of:

Michael Moeggenberg
Director of Facilities and
Operations
Midland Public Schools
600 East Carpenter Street
Midland, Michigan 48640-5417
"Dow High Pool Repair and Refinishing"

One (1) copy of the bid form should be retained for your files. Questions should be referred to Michael Moeggenberg, Director of Facilities and Operations at 989-923-5035 or moeggenbergmj@midlandps.org

Work Timeline

The work shall start June 4 through July 27, 2026 and shall be completed two weeks from start date.

Instruction to Bidders

1. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachment, and comply with all requirements specified within.
2. Bids received after the scheduled opening time will not be accepted.
3. The only bids accepted will be hard copy paper bids.
4. No bid may be withdrawn, changed or modified in any way for a period of one hundred eighty (180) calendar days from date of bid opening.
5. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
6. Bids received prior to time of opening will be kept securely unopened. No responsibility will be attached to school district employee who prematurely opens an incorrectly addressed bid proposal.
7. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
8. Midland Public Schools is exempt from state and federal taxes.
9. All bids are subject to acceptance by Midland Public Schools Board of Education which reserves the right to accept or reject any or all bids, to split awards by items, to waive irregularities or defects, and accept other than the low bid when deemed to be in the best interest of Midland Public Schools.
10. The laws of the State of Michigan shall govern rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
11. All information included in a bid response is subject to the Freedom of Information Act and may be disclosed in its entirety after the formal, public bid opening has been completed.
12. By submission of the proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
13. The bidder agrees to hold and save Midland Public Schools, its officers, agents and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment, materials, supplies, or services covered by this bid document.
14. The contractor shall provide items of a minor nature, not specifically noted in these specifications, so as to provide a complete, operable and Owner acceptable service.
15. Contractors are required to comply with the Safety Rules and Accident Prevention plan. The district reserves the right to exclude any worker(s) from the job site(s) for violation of these work rules or any other such offenses deemed inappropriate by the District.
16. The contractor shall clean their job area daily and dispose of all trash and debris leaving the area broom clean.
17. It is the responsibility of the contractor/bidder to field verify all existing field conditions. Bidders shall inspect the work site and take such steps as may be reasonably necessary to ascertain the nature of the work; and general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.
18. The sites are available for your inspections by appointment.

Iran Economic Sanctions Act Certification

I am the _____ (insert title) of _____ (insert bidder company name), or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of pool repair services to Midland Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

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

Signature _____

Affidavit of Bidder-Compliance with School Safety Initiative Legislation

The undersigned, the owner or authorized officer of _____ (the “Bidder”), certifies to Midland Public Schools (the “School District”), 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 consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any “listed offenses”.¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER: _____

By: _____

Its: _____

