



**REQUEST FOR PROPOSAL**  
**REMOVAL OF PEA STONE**  
**DELIVERY AND INSTALLATION OF PLAYGROUND MULCH**

**SCOPE of Work:** Pea stone removal from areas indicated on included satellite views and wood fiber mulch installed in its place. Pea Stone will be removed from site and discarded by the contractor. Mulch must meet ASTM F2075 standards. Product must be blown into the areas using a pneumatic landscape mulch installation system. Product amounts are indicated on satellite views.

**District Property Damage** The contractor will be responsible for fixing any damage to grounds or playground equipment that occurs during the removal of pea stone or installation of mulch, that is part of this RFP.

**Contractors Qualifications**

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

**Payment:**

The district will have up to thirty (30) days to submit payment to the contractor for the work completed and invoiced.

**Bid Information**

Bids will be accepted until 2:00 P.M. local time on Monday March 2, 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 time of closing of bids. Any materials not needed for this contract will be distributed to one other building or location within the district.

**Prevailing Wage Requirements**

In order 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.

### **Inspection of Site**

Bidders will be held responsible for comparing the premises with the specifications and to have satisfied themselves as to the conditions of the premises and any other conditions effecting 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).

### **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 accompany each proposal or proposal combination.

### **Payment Bond**

A certified check or bank draft payable to Midland Public Schools, or a satisfactory bid bond executed by the bidder and a surety company licensed in Michigan. The amount equal to not less than twenty-five (25%) percent of the maximum bid amount shall be submitted with each bid.

### **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.

### **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 Facilities 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	\$2,000,000
Aggregate	\$4,000,000
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 of 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

**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. The district reserves the right to award the bid by location, to the low bidder of that location and to not award a location to any bidder.

All bids shall be firm for one hundred eighty days (180) from the date of the bid opening. The successful bidder must include a signed "Iran Economic Sanctions Act Certification" a "Familial Relationship Disclosure" form and an Affidavit of Bidder-Compliance with School Safety Initiative Legislation (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  
**"Chestnut Hill and Siebert Mulch Installation 2026"**

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](mailto:moeggenbergmj@midlandps.org)

#### Work Timeline

Work can June 8, 2026 and must be completed by August 8, 2026

#### Instruction to Bidders

1. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, 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 did 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.



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 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”.<sup>1</sup> 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 Code<sup>2</sup> 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: \_\_\_\_\_

