

REQUEST FOR PROPOSAL RFP# 886873

CONSTRUCTION EXCAVATING AND SNOW REMOVAL

RFP Timeline		
RFP Issue Date:	July 11, 2025	
Deadline for Respondent Questions to MSU:	July 18, 2025	
RFP Response Due Date:	July 31, 2025, 3:00 pm Eastern	
Estimated Contract Award	August 7, 2025	

RFP Contact		
Name:	Chuck Dion	
Email:	diochar@msu.edu	
Phone:	517-884-6170	

DESCRIPTION: Michigan State University (the "**University**" or "**MSU**") is soliciting proposals through this Request for Proposal ("**RFP**") for the purpose of Providing construction excavating and snow removal rates for equipment and personnel. The requested services are more thoroughly described under the Scope of Work Section of this RFP. Firms intending to respond to this RFP are referred to herein as a "**Respondent**" or "**Supplier**."



PROPOSAL INSTRUCTIONS

1. PROPOSAL PREPARATION. The University recommends reading <u>all</u> RFP materials prior to preparing a proposal, particularly these Proposal Instructions. Respondents must follow these Proposal Instructions and provide a complete response to the items indicated in the table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the RFP within the proposal. Include the Respondent's company name in the header of all documents submitted with your proposal.

Document	Description	Response Instructions	
Cover Page	Provides RFP title and number, important dates, and contact information for MSU	Informational	
Proposal Instructions	Provides RFP instructions to Respondents	Informational	
Respondent Information Sheet	Company and Contact Information, and Experience	Respondent must complete and submit by proposal deadline	
Scope of Work	Describes the intended scope of work for the RFP	Respondent must complete and submit by proposal deadline	
Pricing	Pricing for goods and services sought by the University through this RFP	Respondent must complete and submit by proposal deadline	
Master Service Agreement	Provides legal terms for a contract awarded through this RFP	Deemed accepted by Respondent unless information required in Section 9, Master Service Agreement is submitted by proposal deadline	

2. EXPECTED RFP TIMELINE.

RFP Timeline		
RFP Issue Date:	July 10, 2025	
Deadline for Respondent Questions to MSU:	July 18, 2025	
RFP Response Due Date:	July 31, 2025, 3:00 pm Eastern	
Estimated Contract Award August 7, 2025		

- 3. **CONTACT INFORMATION FOR THE UNIVERSITY.** The sole point of contact for the University concerning this RFP is listed on the Cover Page. Contacting any other University personnel, agent, consultant, or representative about this RFP may result in Respondent disqualification.
- **4. QUESTIONS.** Respondent questions about this RFP must be submitted electronically by email to the contact listed on the cover page of this RFP. In the interest of transparency, only written questions are

accepted. Answers to all questions will be sent to Respondents via email. Submit questions by referencing the following: (i) Question Number, (ii) Document Name, (iii) Page Number, and (iv) Respondent Question. Please refer to **Section 2** above for the deadline to submit questions.

- **MODIFICATIONS.** The University may modify this RFP at any time. Modifications will be sent via email. This is the only method by which the RFP may be modified.
- 6. DELIVERY OF PROPOSAL. The Respondent must submit its proposal, all attachments, and any modifications or withdrawals electronically via email to the contact listed on the cover page of this RFP. The price proposal should be saved separately from all other proposal documents and should be sent as a separate attachment from the other proposal documents. The Respondent should submit all documents in a modifiable (native) format (examples include but are not limited to: Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the Respondent may also submit copies of documents in PDF. Respondent's failure to submit a proposal as required may result in disqualification. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. Do not wait until the last minute to submit a proposal. The University may not allow a proposal to be submitted after the proposal deadline identified in the Cover Page, even if a portion of the proposal was already submitted.
- 7. MANDATORY MINIMUM REQUIREMENTS. The RFP may contain minimum qualifications, which will be identified as "Mandatory Minimum Requirements" in the Scope of Work Section of this RFP. If the RFP does contain mandatory minimum requirements, any proposal not meeting these minimum requirements will be deemed non-qualified and will not be considered. All proposals meeting these mandatory minimum requirements will proceed for review and evaluation consistent with Section 8, Evaluation Process.
- 8. **EVALUATION PROCESS.** The University will convene a team of individuals from various Departments within MSU to evaluate each proposal based on each Respondent's ability to provide the required services, taking into consideration the overall cost to the University. The University may require an oral presentation of the Respondent's proposal; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process. The following criteria will be used to evaluate each proposal:

Criteria	Weight	
Price	[30]%	
Supplier risk	[10]%	
Adherence to legal terms	[20]%	
Availability	[20]%	
Adherence to policies	[20]%	
Total	100%	

9. MASTER SERVICE AGREEMENT. The University strongly encourages strict adherence to the terms and conditions set forth in the Master Service Agreement. The University reserves the right to deem a proposal non-responsive for failure to accept the Master Service Agreement. Nevertheless, the Respondent may submit proposed changes to the Master Service Agreement in track changes (i.e., visible edits) with an explanation of the Respondent's need for each proposed change. Failure to include track changes with an explanation of the Respondent's need for the proposed change constitutes the Respondent's acceptance of the Master Service Agreement. General statements, such as "the

Respondent reserves the right to negotiate the terms and conditions," may be considered non-responsive.

- **10. CLARIFICATION REQUEST.** The University reserves the right to issue a Clarification Request to a Respondent to clarify its proposal if the University determines the proposal is not clear. Failure to respond to a Clarification Request timely may be cause for disqualification.
- 11. **RESERVATIONS.** The University reserves the right to:
 - a. Disqualify a Respondent for failure to follow these instructions.
 - b. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the University's subsequent receipt and evaluation of your proposal does not commit the University to award a contract to you or anyone, even if all the requirements in the RFP are met.
 - c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the University received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
 - d. Consider an otherwise disqualified proposal, if no other proposals are received.
 - e. Disqualify a proposal based on: (i) information provided by the Respondent in response to this RFP; or (ii) if it is determined that a Respondent purposely or willfully submitted false or misleading information in response to the RFP.
 - f. Consider prior performance with the University in making its award decision.
 - g. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award.
 - h. Refuse to award a contract to any Respondent that has outstanding debt with the University or has a legal dispute with the University.
 - i. Require all Respondents to participate in a Best and Final Offer round of the RFP.
 - j. Enter into negotiations with one or more Respondents on price, terms, technical requirements, or other deliverables.
 - k. Award multiple, optional-use contracts, or award by type of service or good.
 - I. Evaluate the proposal outside the scope identified in **Section 8, Evaluation Process**, if the University receives only one proposal.
 - m. Utilize third parties to assist in the evaluation process, provided such parties are subject to confidentiality requirements.
- 12. AWARD RECOMMENDATION. The contract will be awarded to the responsive and responsible Respondent who offers the best value to the University, as determined by the University. Best value will be determined by the Respondent meeting any mandatory minimum requirements and offering the best combination of the factors in Section 8, Evaluation Process, and price, as demonstrated by the proposal. The University will email a Notice of Award to all Respondents. A Notice of Award does not constitute a contract, as the parties must reach final agreement on a signed contract before any services can be provided. The awarded Respondent is prohibited from partnering with losing bidders unless the RFP specifically allows for such arrangement, and any violation of this prohibition may result in disqualification of the awarded Respondent.
- **13. GENERAL CONDITIONS.** The University will not be liable for any costs, expenses, or damages incurred by a Respondent participating in this solicitation. The Respondent agrees that its proposal will be considered an offer to do business with the University in accordance with its proposal, including the Master Service Agreement, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the Respondent, the University may, at its option,



incorporate any part of the Respondent's proposal into the contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete statement of the University's needs, or contain all matters upon which agreement must be reached. Proposals submitted via email are the University's property.

14. FREEDOM OF INFORMATION ACT. Respondent acknowledges that any responses, materials, correspondence or documents provided to the University may be subject to the State of Michigan Freedom of Information Act ("FOIA"), Michigan Compiled Law 15.231 et seq., and may be released to third parties in compliance with FOIA or any other law. Questions about the Respondent's own performance can be directed to the RFP Contact indicated on page 1 of this document. Questions about the overall evaluation and any other post-award inquiries must be submitted via a formal FOIA request to the Michigan State University FOIA office.



RESPONDENT INFORMATION SHEET

Please complete the following Information Sheet in the space provided:

Information Sought	Response
Contact Information	Response
Respondent's sole contact person during the RFP	
process. Include name, title, address, email, and	
phone number.	
Person authorized to receive and sign a resulting	
contract. Include name, title, address, email, and	
phone number.	
Respondent Background Information	
Legal business name and address. Include business	
entity designation, e.g., sole proprietor, Inc., LLC, or	
LLP.	
What state was the company formed in?	
Main phone number	
Website address	
DUNS# AND/OR CCR# (if applicable):	
Number of years in business and number of	
employees	
Legal business name and address of parent company,	
if any	
Has your company (or any affiliates) been a party to	
litigation against Michigan State University? If the	
answer is yes, then state the date of initial filing, case	
name and court number, and jurisdiction.	
Describe relevant experiences from the last 5 years	
supporting your ability to successfully manage a	
contract of similar size and scope for the services	
described in this RFP.	
Experience 1	
Company name	
Contact name	
Contact role at time of project	
Contact phone	
Contact email	
1. Project name and description of the scope of the	
project	
2. What role did your company play?	
3. How is this project experience relevant to the	
subject of this RFP?	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Experience 2	
Company name	
Contact name	



MICHIGAN STATE UNIVERSITY INFRASTRUCTURE PLANNING AND FACILITIES

Contact role at time of project	
Contact phone	
Contact email	
1. Project name and description of the scope of the	
project	
2. What role did your company play?	
3. How is this project experience relevant to the	
subject of this RFP?	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Experience 3	
Company name	
Contact name	
Contact role at time of project	
Contact phone	
Contact email	
1. Project name and description of the scope of the	
project	
2. What role did your company play?	
3. How is this project experience relevant to the	
subject of this RFP?	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	



SCOPE OF WORK

Please address each of the sections below in a written response, which can be completed on a separate sheet (using the same section headings).

Scope of Work.

Michigan State University requires equipment and personnel for excavating and snow removal routinely on the East Lansing campus.

Vendors must comply with Michigan State University's policies and procedures including those found in the links below.

<u>Planning and Construction Standards | Infrastructure Planning and Facilities https://upl.msu.edu/procurement/policies-procedures/conflict-of-interest/index.html#conflicts-of-interest</u>



MICHIGAN STATE UNIVERSITY

INFRASTRUCTURE PLANNING AND FACILITIES

Infrastructure Planning and Facilities Price List
MICHIGAN STATE UNIVERSITY #886873 Equipment with Operator Rates

	MI	MICHIGAN STATE UNIVERSITY #886873 Equipment with Operator Rates			Operator Rates	
	E	Equipment Rates Total (Opera	ational Hours Only, Inc	nal Hours Only, Includes Delivery to Site		
		Staging availab	ole at MSU Beaumont	Supply)		
ltem	Unit	Tractor Excavator	General Cond. + O.P.	Hourly Rate	Overtime Rate	
1	HR	Excavator 1-1/2 YD Bucket or Equivalent with Operator				
2	HR	Mini - Excavator with Operator				
ltem	Unit	Tractor Backhoe/Compactor	General Cond. + O.P.			
3	HR	Backhoe with Operator				
4	HR	Backhoe with Concrete Breaker and Operator				
5	HR	Backhoe with Hoe Pack and Operator				
ltem	Unit	Loader	General Cond. + O.P.			
6	HR	3 -4 yard bucket with Operator				
ltem	Unit	Dozer	General Cond. + O.P.			
7	HR	18,000 LB or Equivalent with operator				
ltem	Unit	Truck and Gravel Train	General Cond. + O.P.			
8	HR	Truck and Gravel Train with Operator				
ltem	Unit	Dump Truck	General Cond. + O.P.			
9	HR	10 yard with Operator			-	
10	HR	20 yard Lead with Operator				
ltem	Unit	Vibratory Roller and Compactor	General Cond. + O.P.			
11	HR	50" - 80" Roller with Operator				
ltem	Unit	Plate Compactor	General Cond. + O.P.			
12	HR	Plate Compactor with Operator				
ltem	Unit	Jack Hammer - Hand Held	General Cond. + O.P.			
13	HR	Jack Hammer with Operator				
Item	Unit	Snow Removal				
14	HR	Back Hoe				
15	HR	Contractor provided pusher				
16	HR	Loader				
17	HR	Contractor provided pusher				

MASTER SERVICE AGREEMENT

(attached)