

**ESSEXVILLE HAMPTON PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS**

**REMOVAL AND INSTALLATION OF GARBER POOL DECK AND  
PIPING**

**[The following form of notice on this page shall be published at least once in a newspaper of general circulation within the school district and posted for at least 2 weeks on the Michigan Department of Management and Budget (DMB) website or another website approved by the DMB (i.e., Bid4Michigan)]**

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION OF ESSEXVILLE HAMPTON PUBLIC SCHOOLS WILL RECEIVE SEALED BID PROPOSALS UNTIL MARCH 8, 2017 AT 10:00 AM AT THE OFFICE OF THE SUPERINTENDENT FOR ESSEXVILLE HAMPTON PUBLIC SCHOOLS LOCATED AT 303 PINE STREET, ESSEXVILLE, MICHIGAN 48732. THE BOARD OR ITS DESIGNEE WILL OPEN AND READ EACH RECEIVED BID AT A PUBLIC MEETING AT 10:00 AM ON MARCH 8, 2017 AT:

ESSEXVILLE HAMPTON PUBLIC SCHOOLS  
MARK JAFFE ADMINISTRATION BUILDING  
303 PINE STREET, ESSEXVILLE, MICHIGAN 48732

**THE PROPOSAL WILL BE TO INSTALL GARBER POOL DECK AND PIPING IN ACCORDANCE WITH BIDDING DOCUMENTS AND APPROVED SPECIFICATIONS**

Essexville Hampton Public Schools will not consider or accept a proposal received after the above-specified date and time for Proposal submission.

At the above-specified time and place for receiving proposals, the Board of Education, acting by its designee, will publicly open and read all timely-received Proposals. The Board of Education reserves the rights to waive any irregularity or informality in its Request for Proposals ("RFP") process, to reject any or all Proposals, to award Program components by component, group of components, or total Program, and to accept the Proposal or Proposals which the Board determines will perform in the District's best interests and will be the lowest responsible bidder as required by law. Each and every bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the District or any employee of the firm submitting the bid and the Superintendent of Essexville Hampton Public Schools or any member of the Board of Education. Proposals are to be presented in accordance with the RFP specifications. For a copy of the RFP or more information call Kate Gaiser at (989) 894-9700.

**Essexville Hampton Public Schools**

**REQUEST FOR PROPOSAL FOR  
INSTALLATION OF GARBER POOL DECK AND PIPING  
PART 1 -- GENERAL INSTRUCTIONS**

**A. Instructions**

Qualified firms are invited to submit proposals to Essexville Hampton Public Schools ("District") for the installation of Garber pool deck and piping in accordance with the bidding documents and specifications ("Project"). The District's objective in issuing this Request for Proposal ("RFP") is to obtain competitive bids from which it will select a single contractor ("Contractor") to install Garber pool deck and piping on a turn-key basis in accordance with applicable laws.

**The District reserves the right to reject any or all proposals, to award Project components by component, group of components, or total Project, to accept any or all alternatives, to accept any proposal in whole or in part, to waive any irregularities or informalities which are in the best interest of the District, and to weigh proposal elements as deemed beneficial to the District. Any award shall be to the Contractor that the District considers the lowest responsible bidder.**

**B. Proposal Submission**

To be considered by the District, two (2) copies of the complete proposal must be received no later than 10:00 AM, March 8, 2017. Proposals should be addressed to:

Mr. Matthew Cortez  
Superintendent  
Essexville Hampton Public Schools  
303 Pine Street  
Essexville, Michigan 48732

The lower left corner of the submittal envelope should be marked: **PROPOSAL FOR GARBER POOL DECK AND PIPING.**

Submitted proposals become the property of the District and will not be returned. Further, all submitted proposals become subject to the Freedom of Information Act, unless the District reasonably believes that Contractor satisfies exemption criteria and rejects disclosure on such basis.

**C. Late Proposals**

Any proposal received by the District after the time specified above will not be considered.

**D. Withdrawal of Proposals**

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may also be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline. Proposals that are not so withdrawn shall constitute a firm offer for a period of sixty (60) days to perform the work contained therein and/or required by this RFP.

**E. Questions Concerning this RFP**

Inquiries may be made to Mr. Matthew Cortez at the address above, via telephone at (989) 894-9700, or via email at [cortezm@e-hps.net](mailto:cortezm@e-hps.net). All such inquiries must be made no later than three (3) business days prior to the deadline for submission. Information about the District is available during business hours (8 a.m. - 4 p.m.).

**F. Economy of Preparation**

Proposals should be prepared simply, providing a concise description of the Contractor's ability to meet the requirements of this RFP.

**G. Proposal Signature**

Part 4 - Proposal Summary, should be signed by the person responsible for the decision as to services and costs being offered. (In the case of a joint proposal, each party must certify those services and costs being offered by its own firm. Unless otherwise agreed by the District in writing, each party to a joint proposal will be jointly and severally responsible for all services offered in the proposal, regardless of who produces them.)

**H. Prime Responsibilities**

The selected Contractor will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected Contractor utilizes separate consultants. The selected Contractor shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

**I. Proposal Preparation Costs**

All costs incurred for proposal preparation, site visitation and investigations, initial engineering analyses, presentations, or contract negotiation, are the responsibility of each respective Contractor and will not be reimbursed by the District.

**J. Acceptance of Proposal Contents**

The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except with regard to particular contents which are rejected by the District. Failure of the successful firm to abide by such obligations will result in cancellation of the award.

**K. Proposed Project Schedule**

A proposed project schedule must be provided for the Contractor's scope of work required or permitted by this RFP. The District and all contractors recognize that this schedule may be modified by the District, in its sole and reasonable discretion, to suit its particular needs.

**L. Insurance Coverage**

Prior to beginning work, the selected Contractor will be required to provide a copy of insurance certificates for general and professional liability coverages, with limits of liability at least as required by law or reasonably required by the District. Any consultants or subcontractors of the Contractor shall provide insurance coverage at least equal to that provided by the Contractor, and those consultants or subcontractors shall provide insurance certificates for general and professional liability coverages. Insurance must be occurrence-based, obtained prior to commencement of work, and maintained for a period of no less than 12 months beyond the date of completion. Certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled, reduced, or allowed to expire until at least 60 days' prior written notice has been given to the District.

**M. Payment of Fees**

The District will make payments to the Contractor as set forth in the parties' contract. All costs shall be itemized on a single invoice so that the District may issue one monthly check to the Contractor. The specific day of the month on which invoices are to be received, and checks released, will be set forth in the contract.

**N. Taxes**

The Proposal shall be deemed to include all applicable sales, use, excise and other taxes required by law. The District, upon request, will provide a properly executed tax exemption certificate, but the District makes no representation that a Contractor may utilize such information to avoid tax liability.

**O. Bid Bond and Performance/Payment Bonds**

The Contractor shall be required to provide a bid bond in the minimum amount of five percent (5%) of the total capital costs associated with the Proposal, in accordance with MCL 380.1267. If performance and payment bonds are required by law (MCL 129.201, et seq), then the selected contractor shall be required to provide performance and payment bonds covering 100% of the total capital costs associated with the Proposal. If performance and payment bonds are not required by law, the District may require such bonds upon written notice to the Contractor. If notice is given prior to the bid deadline, the bond costs shall be deemed included within the bid price. If notice is given after the bid deadline, the bond costs shall be reimbursed to the Contractor.

**P. Familial Disclosure Statement**

Each Proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Contractor and any member of the board or Superintendent. Bids not accompanied by a sworn and notarized statement will not be accepted by the board.

**Q. Iran Economic Sanctions Act Certification**

Each Proposal shall be accompanied by a certification required by the Iran Economic Sanctions Act that the bidder is not an Iran-linked business. Bids not accompanied by such a certification will not be accepted by the board.

**R. Waiver of Claims**

The Contractor, by its submission of its proposal, releases the District and its Board members, administrators, employees and agents from any claims arising out of, and related to, the RFP process and the selection of a Contractor.

**Essexville Hampton Public Schools**

**REQUEST FOR PROPOSAL FOR  
INSTALLATION OF GARBER POOL DECK AND PIPING  
PART 2 -- PROPOSAL REVIEW AND SELECTION PROCESS**

**A. Time Frame for Contractor Selection**

It is the intent of the District to select a contractor according to the following schedule:

February 15, 2017	RFP is released.
February 27, 2017	Mandatory Pre-bid meeting with District 9:00 am in Garber Pool (Drawings will be provided at meeting or through email)
March 8, 2017	Proposals are due 10:00 am
March 8, 2017	Administrators begin screening proposals.
March 8-10, 2017	If requested, finalists make an oral presentation to Administrators/Board of Education.
March 13, 2017	Board of Education selects a Contractor and authorizes a designee to finalize a contract.
TBD	Contractor gets contract and begins work.
August 19, 2017	Work completion.

The District may modify or eliminate any portion of the above schedule in its sole discretion and to the extent consistent with law.

**B. Review and Selection Process**

The District reserves the right to reject any or all proposals that are determined not to be in the best interests of the District. The District will not necessarily select the lowest cost proposal, but will choose the lowest responsible bidder.

**C. Interviews**

It is expected that one or more Contractors providing proposals within an acceptable range of costs may be invited for interviews with District administrators and, if applicable, the Board of Education. Those Contractors may be asked to (but shall not have the right to) make a brief presentation to District administrators or the Board of Education and/or answer any questions that may exist about their proposal.

**D. Evaluation Criteria**

The District will evaluate Contractor's proposals based on cost and responsibility factors, including but not necessarily limited to the following:

*Cost:* The total cost for all services and as broken down among the various project elements.

*Adherence to RFP:* Conformance, in both content and presentation, to the parameters established in this request.

*Relevant Experience:* Contractor's relevant experience with the required work, particularly at K-12 public school facilities of comparable size and complexity.

*Qualifications:* Qualifications and experience of the Contractor's key staff to be assigned to the project.

*Timeliness:* The Contractor's ability to complete work specified in this RFP in a timely fashion.

*Responsiveness:* The Contractor's ability to meet quickly with District officials, contractors, etc. when necessary.

*Team Compatibility:* The Contractor's ability to work with students, District employees, parents, community members, architectural firms, contractors, and governmental officials based on references and interviews.

It is understood that all labor and materials must be competitively bid and awarded, if at all, to the lowest responsible bidder. The District may consider a number of factors in determining a Contractor's "responsibility," and it is expressly understood that the District is not confined to the above-referenced list or any other information required or provided in response to this RFP.

#### **E. Awarding of the Contract**

All proposals may be reviewed and evaluated by District administration and consultants for the purpose of recommending a lowest responsible bidder. The ultimate determination to award a contract will be made by the District's Board of Education as required by law.

The form of Contract shall be based on the document attached hereto as Attachment C ("Contract"). By submitting a proposal, each Contractor agrees to the terms of the Contract in its entirety, except and only to the extent the Contractor specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative.

Notwithstanding anything herein to the contrary, the District shall have the unilateral ability, in its sole discretion, to negotiate any term of the Contract (or any other form of contract considered by the parties). The award of a Contract shall be contingent upon the successful negotiation of same, and the Contractor shall not be entitled to any remuneration unless and until a Contract is officially approved by the District's Board of Education.



**Essexville Hampton Public Schools**

**REQUEST FOR PROPOSAL FOR  
INSTALLATION OF GARBER POOL DECK AND PIPING  
PART 3 – PROPOSAL DETAILS**

**I. CONTRACTOR INFORMATION**

**The following information will be considered by the District for the purpose of determining the Contractor's "responsibility" and present capability to perform the work. The District's determination is not limited to the information below or any other information required by this RFP.**

Name of Firm: \_\_\_\_\_  
Year Established: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
Contact Person Email Address: \_\_\_\_\_

**A. Business Organization**

1. Individual    \_\_\_ Partnership    \_\_\_ Corporation    \_\_\_ Other    \_\_\_
  
2. Identify the number of years the firm has provided the type of improvements required herein, and provide a brief history of the firm's experience with the required work.
  
3. List the firm's officers and the staff that will be dedicated to this project.
  
4. Provide the hourly rate for firm personnel in the event they provide Additional Services (i.e., services beyond the originally agreed scope of the project).

5. List any subcontractors or sub-consultants outside your firm you propose using to provide services.

<u>Firm Name</u>	<u>City/State</u>	<u>Specialty</u>	<u>Number of Times Affiliated With You</u>
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- 1.
- 2.
- 3.
- 4.

6. What is your firm's present workload? Provide a list of all scheduled and unscheduled construction projects currently being handled by your firm, including an indication of approximate cost and percentage of completion for each project.

7. What is your General Liability Insurance coverage:

- a. Total amount of protection provided.
- b. Amount of deductible, if any.
- c. Name, address, phone #, and contact person of Insurance Company.

8. What is your Professional Liability coverage, if any:

- a. Total amount of protection provided.
- b. Amount of deductible, if any.
- c. Name, address, phone #, and contact person of Insurance Company.

9. Within the last 5 years have you had litigation, arbitration or a claim filed against or settled with your company by a client (in the educational market or otherwise) or have you filed the same against any other client? If yes, explain each in detail.

10. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated a contract, for cause or for convenience, prior to completion of a project? If yes, please explain.

**B. Approach to Services**

1. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to your work.

2. Some of the construction work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.
3. Discuss the method of on-site observation and project management you will use for our Project, and how you will ensure a prompt response should same be required.
4. Add any additional information about your design and/or construction approach that you will use for this Project that you believe to be exceptional.

## **II. PROJECT DESCRIPTION**

- A. The project requirements are as follows:
  1. The billing format will be “PROGRESS PAYMENTS” based upon percentage of completion with a final retainer of 10% due upon the final site inspection and initiation of project warranty. The contractor will present a proposed billing schedule with the BID RESPONSE. **First billing to be on or after July 1, 2017.**
  2. See the scope attached.
- B. The Contractor shall provide a minimum three-year labor and workmanship warranty from the date of final acceptance by the District. The Contractor and Roofing Manufacturer shall also provide an itemized statement of all 20 year warranties on specific products included in the Proposal.
- C. The District will have one (1) contract with the selected Contractor. The District will not have separate contracts with trade contractors or sub-consultants as part of the Contractor's contract.
- D. The Contractor acknowledges that permits are required from the State of Michigan and that, unless the District provides otherwise in accordance with 1937 PA 306, a state inspector is required regarding the services to be performed herein.

**Essexville Hampton Public Schools**

**REQUEST FOR PROPOSAL FOR  
INSTALLATION OF GARBER POOL DECK AND PIPING  
PART 4 – PROPOSAL SUMMARY**

This proposal has been prepared to provide the District with all the information requested in the RFP. The undersigned certifies that the RFP has been carefully examined and that the proposal contained herein meets or exceeds the scope of services as outlined herein and that any items that have been deleted from and/or added to the requested scope of services (including, but not limited to, the proposed contract language) are clearly noted as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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Signed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If a corporation, indicated State of incorporation and affix seal.

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Signature/Title

**ATTACHMENT "A"**

[Familial Disclosure Statement]

AFFIDAVIT OF \_\_\_\_\_  
*(insert name of affiant)*

STATE OF MICHIGAN                    )  
  )ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ makes this Affidavit under oath and states as follows:

*(insert name of affiant)*

1. I am a/the:

- G President
- G Vice-President
- G Chief Executive Officer
- G Member
- G Partner
- G Owner
- G Other (please specify) \_\_\_\_\_

of [insert name of contractor], a bidder for building entry installation services for Essexville Hampton Public Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

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3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the required services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

\_\_\_\_\_  
*(signature of affiant)*

Dated: \_\_\_\_\_

Subscribed and sworn before me in \_\_\_\_\_ County,  
Michigan, on the \_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

Notary public, State of Michigan, County of \_\_\_\_\_

My Commission expires on \_\_\_\_\_

Acting in the County of \_\_\_\_\_

**ATTACHMENT "B"**

[Iran Economic Sanctions Act Certification]

I am the \_\_\_\_\_ (title) \_\_\_\_\_ of \_\_\_\_\_ (bidder) \_\_\_\_\_, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the installation of Garber pool deck and piping to Essexville Hampton 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)

\_\_\_\_\_  
(printed)

\_\_\_\_\_  
(date)