

REQUEST FOR PROPOSAL
SIDEWALK REPLACEMENT
DISTRICT WIDE
PELLSTON PUBLIC SCHOOL DISTRICT

Pellston Public Schools is accepting firm, sealed proposals for Sidewalk Replacement District-Wide. Specifications and proposal forms can be obtained online at <http://www.pellstonschools.org>., scroll down to “Bid and RFP Advertisements” to locate and access the bid document.

Your proposal and two copies marked “ **Concrete Installation & Replacement District-Wide**” must be delivered no later than Friday, July 8, 2022 by 2:00 pm, to Pellston School District, 172 N. Park Street, Pellston, Michigan 49769, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Tuesday, July 5, 2022, all questions must be emailed to Superintendent Seeley at sseeley@pellstonschools.org.

The contents of RFP and Bidder’s (also referred to as Contractor in these documents) Proposal will become contractual obligations, if a contract ensues. Failure of the Bidder to accept these obligations will result in cancellation of the award. Award of a contract by the District is subject to the Contractor executing a Contract, which shall incorporate the contents of this RFP and the Contractor’s Proposal and final approval if the same by the District’s legal counsel.

In compliance with MCL 380.1267, the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, or the superintendent of the school district. The bid shall also be accompanied by a sworn and notarized statement disclosing whether the bidder is an Iran Linked Business in compliance with PA 517 of 2012. The Board shall not accept a bid that does not include these sworn and notarized disclosure statements.

Certified check or Bid Bond must accompany each proposal by an approved surety company in an amount not less than 5% of the proposal amount. All bids shall be firm for at least sixty (60) days from the date of opening of bids. Length of time required for completion shall be specified in the bid. All bids submitted must meet or exceed all specifications herein.

The Pellston Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS:

1. Proposal/Intent

Pellston Schools is seeking bids for concrete removal and replacement.

For the purposes of the bid contractor is to quote the specified work as detailed in this RFP. This along with the unit costs will be the basis for determining the successful contractor. In addition, other contractor qualifications will be considered.

Note: Most of the work will take place during the summer recess (typically July 12 – September 1). However other work will most likely be requested during the seasonal time period appropriate for concrete installation.

2. Types of Proposals

See bid proposal form.

3. Pre-Bid Meeting

A Pre-Bid Meeting to discuss the project details will be held at Pellston School District Board Room on Friday, July 1, 2022 at 9 a.m..

4. Receipt of Bids

Bids will be received at Pellston School District on Friday, July 8, 2022 at 2:00 p.m. Bids will be publicly opened at this time. The District will not consider or accept a bid received after the date and time specified for bid submission. No oral, telephonic or telegraphic proposals shall be considered.

5. Bidders' Qualifications

Bidders shall be able to demonstrate the following:

Shall be a reputable, recognized organization with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.

The District, as part of the bidder's qualifications, can include as part of the criteria for determining which vendor to recommend to the Board, information on whether the vendor or the owner is a taxpayer in the District (local vendor consideration). The bid form has a place for the bidder to indicate if they fall within this criterion. If necessary, the District will ask for information documenting this bidder's status after the bid opening.

7. Warranty

Contractor shall warranty materials and installation of all components for a period of 18 months from date of acceptance by the owner of job completion.

8. Project Meeting

Pre-construction meeting will be held prior to any work commencing with Stephen Seelye, Superintendent.

8. Work Schedule

Project Start: July 12,

Target Completion: November 1, 2022

9. Clean-up and Disposal

The Contractor shall be responsible to clean-up all debris and dispose of it legally off-site. If the District has to clean up after contractors, there will be a \$500 per event fee in addition to disposal costs.

10. Damage Repair

- A survey of the site will be conducted, and documented by the contractor, to determine current site conditions. The contractor shall be responsible to repair any damage to the site, which occurs during this project.
- Contractors and their Subcontractors shall park their work vehicles in the area(s) designated for parking. Contractors and their Subcontractors shall not park or drive on sidewalks or grassy areas. There will be a \$500 fee assessed for any vehicles that are documented to be parking on sidewalks or grassy areas.

11. Submittal of Bid

- Before submitting a bid, bidders shall carefully read all of the specifications in order to avoid omission or duplications. To ensure a complete project, bidders shall visit the premises; verify site conditions and conditions under which work under the contract must be conducted. Submission of a bid signifies that the bidder has visited the project premises, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid to the successful bidder, due to said successful bidder's failure to be so informed.
- Any exceptions to the terms and conditions contained in this RFP or the form Contract attached to this RFP, if there is one attached, or any other special considerations or conditions requested or required by the bidder MUST be specifically enumerated by the bidder and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP or form of Contract cannot be met by, or in the bidder's opinion should not be applicable to, the bidder. The bidder shall be required and expected to meet the specification and the 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 bidder's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.
- Bids shall be submitted on our Bid Proposal Forms, signed by the bidder, in a sealed envelope clearly marked **"Concrete Installation & Replacement District-Wide"**

- addressed to the attention of:

Mr. Stephen Seelye
Pellston School District
172 N Park Street
Pellston, MI 49769

12. Familial Relationship

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board or the superintendent of the school district. The District shall not accept a bid that does not include this sworn and notarized disclosure statement.

13. Iran Economics Sanctions Act

Each bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, PA 516 of 201.

14. Withdrawal of Bids

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids. No proposals may be withdrawn for at least sixty (60) days after the scheduled closing time of the bid.

15. Firm Prices

Prices and notations must be typed or in ink. No erasures are permitted. Mistakes may be crossed out and corrections entered and initiated, in ink, by the person signing the proposal.

In the event of discrepancy between the unit price and the extension, the UNIT PRICE SHALL GOVERN. The price inserted must be net including all freight, discounts, rebates, and allowances.

16. Permits, Fees, Regulations and Taxes

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of the project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work.

Pellston Public Schools is exempt from all federal and state sales tax.

At the completion of the project, the contract will provide to the District all paperwork related to the full execution of the permits(s), including all payments and inspections.

If any of the work of the Contractor is done contrary to such laws, ordinance rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all costs and taxes in its bid, and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

17. Delivery/Installation

Time of delivery is part of the consideration. It is understood that the bidder agrees to deliver prepaid to the schools, specified from the resulting contract, all items. All cost of delivery, drayage, freight, packing, unpacking, and setup are to be included in the prices bid.

The Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur on a daily basis. Failure to do so will result in the Owner doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price.

The Contractor shall provide an adequate number of qualified, experienced installers, in harmony with other works at the site.

18. Bonds

- Bid Bond or certified check, for an amount not less than five (5%) percent of the amount of the bid (2022 budget), must accompany each bid. The check or bond of each unsuccessful bidder will be returned within ten (10) days after the bid is awarded. Failure of any accepted bidder to enter into a contract to complete the specified work may forfeit his bid security. Failure to submit proper bid security shall constitute rejection of bid.
- Performance Bond/Payment Bond within fourteen (14) days after date of issuance of written notice of selection for the award of a contract, which shall be considered as the notice to proceed, the successful bidder shall enter into a contract with the Owner and shall execute and file with the Owner, the following in the amount 100% equal to full contract sum.

The Performance Bond must insure the faithful performance of all provisions of the contract and satisfactory completion of the specified work, within the time agreed upon.

The **Payment Bond** must insure the payment and protection of claimants supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract. The successful contractor's bond company must be listed by the State of Michigan as a licensed carrier and have an excellent or superior rating from AM Best Company.

19. Safety

Under the "General Conditions of the Contract for Construction" of the contract to be awarded, the Contractor;

- a) shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures;
- b) shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract;
- c) shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractor; and
- d) shall have an accident prevention representative at the site.

- The general conditions of the contract for construction and the agreement also require that the Contractor indemnify the Owner in the event of certain claims arising out of the performance of the work.

20. Insurance Requirements

The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

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, \$1,000,000 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 contractors, and contractual liability coverage. The policy shall be endorsed to provide sixty (60) days written notice to the District of any material change of coverage, cancellation, or non-renewal of coverage.
- c. If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d. Owners Contractors Protective Policy-comprehensive in the name of the Owner, with a minimum combined single limit of \$1,000,000 per occurrence in the same amount for bodily injury or property damage.
- e. 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.
- f. 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.
- g. The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

21. Compliance with School Safety Initiative Legislation

- Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g.
- The Bidder acknowledges and agrees that the Bidder will have any and all of its installation personnel (including sub-contractors) subjected to criminal history and background checks. **Personnel that fall into this group will be working on District premises for more than one continuous week.** Criminal history and background checks will be done within a year of the beginning of the project and should be completed before worked begins on this project.
- The Bidder is required to provide written documentation listing all personnel who fall into the group indicated in the above paragraph. The documentation will also verify that none of the personnel have a “listed offense” as indicated below. This documentation is to be provided before the beginning of the project and updated as necessary for any additions or subtractions from the list as long as the project lasts.
- The Bidder shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney’s fees and actual expert witness fees, arising out of or in connection with any violation of, or the Bidder’s failure to comply with the above paragraphs.

22. Termination by the District for Convenience

The District may, at any time, terminate the Contract for the District’s convenience and without cause.

Upon receipt of written notice from the District of such termination for the District’s convenience, the Contractor shall:

- (1) Cease operations as directed by the District in the notice;
- (2) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
- (3) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

23. Bids, Notifications, Claims and Statements shall be signed as follows:

Corporations; Signature of officials shall be accompanied by a certified copy of resolution of the Board of Directors authorizing the individual signing to bind the corporation. Affix official corporate seal.

Partnerships; Signature of official shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners.

24. Owner Is An Equal Opportunity Employer

The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, Contractors and Subcontractors are obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

25. Michigan Right to Know Law

Pellston School District will comply with the Michigan Right to Know Law by informing Contractors of hazardous chemicals to which they may be exposed. All Contractors will be required to provide Material Safety Data Sheets for any hazardous chemicals brought to the workplace. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

26. Asbestos Hazard Emergency Response Act

As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, each school district is responsible for providing contractors with information regarding locations of known or assumed asbestos containing material prior to the Contractor entering a building under the school district's jurisdiction. The successful bidder will be required to complete the school district's Contractor Notification forms.

27. Notification of Assumed Lead-Containing Materials

The intent of this section is to formally notify all Contractors and Subcontractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this District, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The District has not conducted lead-based paint inspections. As a result, all Contractors and Sub-Contractors bidding must assume that building components do contain lead based paint.

Furthermore, all awarded Contractors and Subcontractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or Sub Contractor.

28. General Conditions

The District reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in the District's opinion, is in the District's best interest.

The District reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

The District expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by the District in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in enough detail for the District to understand the Bidder's intent.

Owner may choose to conduct testing to verify correct products and installation. If the materials and installation are found not to be per spec, owner will require subsequent tests to be performed by Owners testing company at contractors expense.

Any exceptions to the terms and conditions contained in this RFP or any 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 this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP 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 District.

No responsibility shall attach to the District, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the District or by any other person.

If there is an issue with subcontractors and contractors which results in a legal proceeding which is not tied to the performance of Pellston School District or its staff, contractors pay any time spent by Pellston School District.

29. Opening and Awarding of Bids

Bids are due no later than Wednesday, 10:30 a.m., April 28, 2022. At that time they will be publicly opened and read aloud;

Pellston School District
Board Room
172 N Park Street
Pellston, MI 49769

The recommendation for award will be submitted to the Board of Education at the regular Board of Education Meeting to be held on July 11, 2022.

BID REQUIREMENTS

Pellston School District is seeking bids for concrete removal and replacement on an as-needed basis for three years at its school buildings. Annual budget is \$200,000.00 to \$250,000.00.

The annual budget for 2022 is \$250,000.00, this along with the unit costs will be the basis for determining the successful contractor. In addition, other contractor qualifications will be considered.

Note: Most of the work will take place during the summer recess. However there may be other work requested. This work will be at the quoted rates.

SCOPE of WORK (Base Bid)

See Attached Summary of Details along with maps with identified locations.

TECHNICAL SPECIFICATIONS

1. Provide all labor, materials and equipment necessary for the replacement of the site concrete.
2. Provide all permits necessary for the work.
3. Provide all safety equipment necessary to safely perform the work including any traffic control measures.
4. Protect all existing surfaces during demo and placement of concrete including windows, doors, vehicles, buildings, asphalt and lawn areas.
5. Saw cut, demo, removal and hauling away of existing site concrete. Assumed to be 4" thick.
6. Provide any asphalt patching/repairs necessary for a complete job.
7. Fine grade and compact existing sand base to a minimum of 95% compaction.
8. Provide 3rd party testing of compacted sand base.
9. Saw cut hard adjoining surfaces where necessary for a clean job.
10. Drill and dowel into any concrete curbs/slabs that are to remain.
11. Form and pour new 4" concrete. Concrete to be a 4,000psi air entrained mixture with fiber mesh.
12. Provide on-site testing of concrete mix.
13. Install tooled control joints every 5' to prevent cracking.
14. All concrete to have a broom finish and tooled edges.
15. Remove forms and ensure edges have no voids.
16. Clean-up and restoration of site.

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

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED NAME (please print): _____

TITLE: _____ DATE: _____

CELL PHONE #: _____ FAX #: _____

E-MAIL: _____

**The undersigned certifies that the bid contained meets or exceeds the attached specifications.
Include the bond and allowances amount in price (s).**

Base Bid Utilizing Provided Diagrams

1. Middle/High School Cost _____
2. Elementary School Cost _____
3. Total Cost _____

Total Cost (Base Bid) _____

Bid Questions

Acknowledge receipt of Addendums: _____ Do you agree to the schedule and terms of the schedule? ☐ Yes ☐ No

Bid Bond included? ☐ Yes ☐ No

Familial Disclosure Affidavit included? ☐ Yes ☐ No

Iran Linked Business Affidavit included? ☐ Yes ☐ No

Please state your warranty: _____

State any prompt payment terms: _____ % _____ days.

Do you conduct background checks on your employees? ☐ Yes ☐ No

Are you on the Excluded Parties List, which excludes you from receiving Federal Contracts or certain sub contracts, pursuant to the provisions of 31 U.S.C. 6101, note E.O. 12549, E.O. 12689, 48 C.F.R. 9.404?
☐ Yes ☐ No ☐ Unknown

Provide your DUNS number, if you have one: _____

At least three (3) references with contact person:

Company: _____ Contact: _____ Phone: _____

Company: _____ Contact: _____ Phone: _____

Company: _____ Contact: _____ Phone: _____

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT
FAMILIAR DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized office of the below-named contractor (the 'Contractor'), pursuant to the familial disclosure requirement provided in Pellston Public Schools Request for Proposal, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Pellston School Board or the Pellston School Superintendent. A list of the School District's Board of Education Members and its Superintendent may found at <http://www.pellstonschools.org>.

List any Familial Relationships:

Contractor:

Print Name of Contractor

By: _____

Its: _____

Subscribed and sworn before me, this _____ Seal:

day of _____, 22 ____, a Notary Public

in and for _____ County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Pellston School District's Request For Proposal, the "RFP", hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Pellston School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Pellston School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Contractor:

Print Name of Contractor

By: _____

Its: _____

Subscribed and sworn before me, this _____ Seal:

day of _____, 20 ____, a Notary Public

in and for _____ County, _____

(Signature)

NOTARY PUBLIC

My Commission expires _____



