

Fennville Public Schools
Request for Proposal
For
Removal and Replacement of Chilled Water Line Insulation in
High School Building

RETURN TO:

Dan Rastall

Director of Maintenance and Operations

Fennville Public Schools

Central Office

5 Memorial Drive

Fennville, MI 49408

Tele: (269) 722-3368

dan.rastall@fennville.org

Proposals are due by 10:00 AM on June 1, 2023 at the address listed above. Sealed proposals must be submitted in two (2) legible copies. Any proposals arriving after 10:00 AM or in less than two complete copies will be rejected without consideration. **Electronic or faxed bids will not be accepted.**

Fennville Public Schools
REQUEST FOR PROPOSALS FOR
Removal and Replacement of Chilled Water Line Insulation
High School Building 4 Memorial Drive, Fennville, MI 49408

This Request for Proposals (RFP) provides potential applicants with the information to prepare and submit proposals for consideration by Fennville Public Schools.

Response Date

In order to be considered, proposals must be received by Dan Rastall of FENNVILLE PUBLIC SCHOOLS at 5 Memorial Drive, Fennville, MI on or before 10:00 AM on June 1, 2023. Any proposals arriving later than 10:00 AM on the above date will be rejected. No responsibility will be taken by FENNVILLE PUBLIC SCHOOLS for failure of a delivery service to deliver proposals on time, regardless of the reason.

Proposals

Two complete copies of the proposal, including the following forms, must be submitted:

1. Cover Sheet/Applicant Profile
2. Assurances
3. References
4. Insurance Checklist with Copy of Proof of Insurance
5. Iran Affidavit
6. Familial Disclosure Affidavit

Print and return all necessary documents to FENNVILLE PUBLIC SCHOOLS. Responses with missing pages will be rejected as incomplete. Applicants should not vellum or spiral bind proposals. The proposals submitted become the property of FENNVILLE PUBLIC SCHOOLS. FENNVILLE PUBLIC SCHOOLS reserves the right to verify any item that appears inconsistent, unclear, or erroneous. Any applicant willingly providing false information, as verified by FENNVILLE PUBLIC SCHOOLS, will be immediately disqualified from consideration. Applicants must enter a unit price for every specification in the price list.

An official authorized to bind the applicant to its provisions must sign the proposal. FENNVILLE PUBLIC SCHOOLS does not accept any responsibility for accuracy in pricing. Since subcontractor selection is on the Score (price), no changes in pricing can be accepted after the proposal is submitted to FENNVILLE PUBLIC SCHOOLS.

Rejection of Proposals

FENNVILLE PUBLIC SCHOOLS reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with some or all competing applicants for all or any part of the services described herein. Conditional proposals will not be accepted. However, FENNVILLE PUBLIC SCHOOLS reserves the right to waive minor errors or irregularities in the proposals that are submitted.

Site Meeting/Walkthrough Encouraged

A site meeting is encouraged and to be set up on May 24, 2023 2:00PM at the Fennville High School, 4 Memorial Drive, Fennville, MI 49408 with Dan Rastall, Director of Maintenance and Operations, or Scott Achterhof, Maintenance Lead at FENNVILLE PUBLIC SCHOOLS. Dan is to be contacted directly by phone at 616-401-8085 for questions or additional information. Scott can be contacted at 616-990-8504.

Contract Due Date

Successful applicants must have signed contracts and proof of insurance meeting FENNVILLE PUBLIC SCHOOLS requirements delivered to FENNVILLE PUBLIC SCHOOLS before any work can be awarded.

Inspection and Payment

FENNVILLE PUBLIC SCHOOLS reserves the right to withhold payment for individual consumers until a post inspection by FENNVILLE PUBLIC SCHOOLS staff is completed. No payment will be made for work until any required inspection and resulting punch list is completed.

Warranty

Contractors will warrant that all materials, work, services and modifications, including, but not limited to, labor and installation, shall be free from defects in material and workmanship for a period of at least one year from the date of completion. All products installed by contractors shall be warranted by contractor to be free from defects in material and workmanship for a period of one year. For all mechanical equipment and products that are major appliances, the contractor will obtain a copy of the manufacturer's and/or seller's warranty that the mechanical equipment and/or product(s) will be free from defects in material and workmanship for a period of at least one year. The written warranty from the manufacturer and/or seller shall be provided to the end user/consumer by the contractor.

Insurance

1. FENNVILLE PUBLIC SCHOOLS insurance requirements for fiscal year 2022-2023 will be substantially as stated below.
2. Before submitting a response to this RFP, an applicant should verify through its insurance carriers that it would be able to obtain the necessary insurance coverage.
3. A successful applicant must provide FENNVILLE PUBLIC SCHOOLS with a current COI evidencing compliance with FENNVILLE PUBLIC SCHOOLS' insurance requirements within fourteen (14) days of receipt of the award letter from FENNVILLE PUBLIC SCHOOLS or its award status will be in jeopardy.
4. An applicant selected to be a provider will be required to provide a current COI evidencing compliance with FENNVILLE PUBLIC SCHOOLS's insurance requirements at the time the contract is signed.

5. Insurance Requirements:

Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of the Agreement, the following insurance from companies licensed or approved to do business in the Commonwealth of Michigan, or through a qualified self-insurance program approved or registered by or with the Commonwealth and acceptable to FENNVILLE PUBLIC SCHOOLS, in the forms and on the terms and conditions specified herein. All insurance companies must maintain a Best's Insurance Guide rating of at least "A-" and a financial size of at least Class VII for companies licensed in the Commonwealth or Class X for companies approved but unlicensed in the Commonwealth. Except as specifically provided herein, all such insurance shall be written on an occurrence basis.

A. General liability insurance with no self-insured retention, and with no endorsements excluding or limiting coverage, including, but not limited to, contractual liability coverage, naming FENNVILLE PUBLIC SCHOOLS and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available. Such coverage shall have limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than \$1,000,000 combined bodily injury and property damage per occurrence and \$2,000,000 per annual aggregate. All such policies shall expressly include coverage for products-completed operations hazard with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The coverage for products-completed operations hazard shall remain in effect for four (4) years following completion of all work contemplated in the Agreement or the period of the warranty for the work, whichever is longer. Applicants shall provide evidence coverage for contractor's pollution and/ or lead paint based risk consistent if applicable with the scope of work contemplated, in such amounts as FENNVILLE PUBLIC SCHOOLS may reasonably require, whether by endorsement to the required general liability policy or other means acceptable to FENNVILLE PUBLIC SCHOOLS.

B. Automobile liability insurance written on the current Insurance Services Office's commercial auto form or its equivalent, with no self-insured retention, naming FENNVILLE PUBLIC SCHOOLS and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available, and with limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, covering owned, non- owned and hired vehicles;

C. Workers compensation insurance (with statutory limits of coverage and no deductible) and employers liability insurance (with limits of coverage of not less than \$100,000 per accident, \$100,000 per employee by disease and \$500,000 policy limit by disease and no deductible) endorsed for all states in which work is to be performed under the Agreement (including, without limitation, Michigan);

D. Professional liability insurance naming FENNVILLE PUBLIC SCHOOLS and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds (except with respect to Health Care Providers under the Medical Care Availability and Reduction of Error (MCARE) Act), with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available, and with no endorsements excluding or limiting coverage, as follows:

(1) "Participating Health Care Providers" under the MCARE Act must have statutory limits and must participate in the MCARE Fund;

(2) "Non-participating Health Care Providers" under the MCARE Act and other providers of professional services (including, but not limited to, social and legal services providers and those health care providers who are not "Health Care Providers" under the MCARE Act) must have limits of coverage of not less than \$1,000,000 per occurrence and \$2,000,000 per annual aggregate and no-self-insured retention.

(3) Professional liability insurance may be written on a claims-made basis, provided, however, that the policy permits Contractor to purchase extended reporting period coverage ("Tail Coverage") upon termination of the policy.

(a) In the event that insurance is written on a claims-made basis, Contractor hereby agrees to maintain, following termination of such coverage or of the Agreement (whichever is earlier), professional liability insurance, covering claims arising out of occurrences during the term of the Agreement, whether by (i) purchasing additional policies of insurance with no exclusion for prior occurrences and the option of purchasing appropriate Tail Coverage, or (ii) purchasing the appropriate Tail Coverage. Tail Coverage for medical professional liability coverage shall be of unlimited duration. All other Tail Coverage shall be maintained for a period of not less than the greater of six (6) years or as required by law, following termination of the Agreement or of such claims-made coverage (whichever is earlier). In no event shall any such Tail Coverage provide limits of coverage lower than the limits of coverage required herein for professional liability.

(b) In the event that Contractor elects to maintain insurance written on a claims-made basis, these undertakings (and the provision of certificates or policies of insurance evidencing compliance with the same, as further specified below) shall survive termination of the Agreement.

E. All-risk or special form property damage insurance, naming FENNVILLE PUBLIC SCHOOLS and the Commonwealth of Michigan as additional insureds and loss payees, insuring as they may appear the interests of Contractor, FENNVILLE PUBLIC SCHOOLS and the Commonwealth of Michigan in all personal property, fixtures and improvements to real estate funded or supplied by FENNVILLE PUBLIC SCHOOLS, whether titled to Contractor or to FENNVILLE PUBLIC SCHOOLS. Such coverage shall be written for the full replacement value of the property in question without penalty or deduction for coinsurance or deductible greater than \$500.00 and shall be amended as necessary to reflect changes in inventory.

If Contractor has contracted with FENNVILLE PUBLIC SCHOOLS for any prior period(s) and has in force general liability or, if applicable, excess insurance, written on a claims-made basis, covering claims arising in connection with its performance under contract with FENNVILLE PUBLIC SCHOOLS during such period(s), Contractor shall maintain said insurance during and for a period of not less than the greater of six (6) years or as required by law, following the term of the Agreement (whether by (i) purchasing additional policies of insurance with no exclusion for prior occurrences and the option of purchasing Tail Coverage, or (ii) purchasing the appropriate Tail Coverage); provided, however, that all other terms and conditions are otherwise met. In the event that Contractor elects to maintain insurance written on a claims-made basis, as provided in this paragraph, this undertaking (and the provision of certificates or

policies of insurance evidencing compliance with the same, as further specified below) shall survive termination of the Agreement. Whenever Contractor has insurance written on a claims-made basis, Contractor shall provide FENNVILLE PUBLIC SCHOOLS with a copy of the policy's declaration page indicating the retroactive date of the coverage.

Contractor shall provide FENNVILLE PUBLIC SCHOOLS with certificates of insurance evidencing compliance with FENNVILLE PUBLIC SCHOOLS's insurance requirements prior to performance under the Agreement. All certificates shall evidence the agreement on the part of the insurer to provide FENNVILLE PUBLIC SCHOOLS with prior written notice of any non-renewal, cancellation, or modification of coverage, or of any impairment greater than \$100,000 of the aggregate insurance available as a result of loss no later than the time period for a notice of cancellation as set forth in the policy. Any language on the certificate which states that the insurer will "endeavor to" mail such notice and any language stating "but failure to do so shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate" shall be deleted.

**FENNVILLE PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
COVER SHEET/ APPLICANT PROFILE**

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

FEDERAL EIN / TAX IDENTIFICATION NUMBER: _____

Documents: Provide the items listed below with the proposal, if applicable.

_____ Trade license(s) (plumbing, electric, heating)

_____ Contractor license (general or roofing contractor)

_____ Business privilege license (required for all applicants)

_____ MBEC certification (minority, women, and disabled businesses)

_____ Michigan Home Improvement Contractor Registration

_____ EPA Lead Repair, Renovation and Painting (RRP) Certification

Has your firm ever contracted with Fennville Public Schools before? If yes, provide projects and dates.

SIGNED: _____ DATE: _____

PRINTED NAME & TITLE:

PROPOSAL FORM

FOR ALL WORK OF ALL TRADES

BIDDING DOCUMENTS DATED: PROPOSAL DATED: _____

BIDDER:

OWNER:

Fennville Public Schools
5 Memorial Drive
Fennville, MI 49408

(Address)

(City) (State) (Zip Code)

(Area Code) (Telephone Number)

Corporation - State of _____ Sole Proprietor _____ Partnership _____

PROJECT: Removal and Replacement of Chilled Water Line Insulation in High School Building

The Bidder, in compliance with the Invitation to Bid for the Construction Work on subject project has received and examined the Contract Documents and all conditions regarding the project, and having visited the site of the proposed project, hereby submits to the Owner this proposal, including the following documents: Attachment A – Iran Affidavit & Attachment B – Familial Disclosure, for all labor and materials of all trades for the Project and proposes for a complete and fully functional facility:

1. To hold my bid open for a maximum period of sixty (60) days.
2. To enter into and execute a contract, if awarded on the basis of this proposal, and to furnish guaranty bonds in accordance with the Supplementary General Conditions.
3. To accomplish the work in accordance with all the Contract Documents.
4. To complete the work by the time stipulated in the Proposal Form and under the conditions as outlined in the General and Supplementary General Conditions.
5. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

BASE BID:

The Bidder, in compliance with the Bidding Documents of the Project, hereby proposes to furnish all labor, materials, supplies and other expenses necessary to construct the project at Fennville Public Schools in accordance with the Bidding Documents, for the Total Base Bid Amount of:

_____ (\$ _____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

CONTRACT TIME:

The Bidder hereby agrees to schedule and complete all work to allow for 100% Completion of the entire Project no later than **August 14 ,2023** unless otherwise agreed upon by the owner. The Bidder agrees to start work as agreed upon with the owner.

EXPERIENCE MODIFICATION RATING (EMR):

List the EMR for your company as determined by your insurance carrier for the past three (3) years: 2022 _____ 2021 _____ 2020 _____

ALLOWANCES:

1. The amount of \$2,500 is ____ is not ____ included in the Base Bid for Owner/Construction Contingency.

ADDITIONAL WORK:

Additional Work will not be paid without written authorization from the Owner prior to the work being executed.

Additional work may be authorized on a lump sum or a cost-plus basis. In computing the charges for the Contractor's overhead and profit, the following shall be used.

For additional work performed by any subcontractor, the sub contractor's fee, including overhead and profit shall be not more than 7.5 percent of the subcontractor's cost of the work.

For additional work performed by subcontractors, the Contractor's fee, including overhead and profit shall be not more than 7.5 percent of the subcontractor's cost.

For additional work self-performed by the Contractor, the fee, including overhead and profit shall be not more than 10 percent of the actual cost of labor and materials. All discounts shall accrue to the Owner. To this sum shall be added the actual cost of insurance and taxes.

ADDENDA:

Receipt of the following Addenda is acknowledged:

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

5% Voluntary BID SECURITY (NOT MANDATORY) :

Attached is a certified check, bank draft or bid bond in the amount of:

_____ (\$ _____)

payable to the Owner. It is agreed that the amount of the certified check, bank draft or bid bond shall become the property of the Owner as liquidated damages if the undersigned fails to enter into the contract within ten days from receipt of the notice of award.

ASSURANCES

By the initials of applicant's Authorized Representative next to each statement that follows and their signature below, applicant certifies that:

_____ Applicant is familiar with the contents of this request for proposal and will commit to the resources at the applicant's disposal to assure provision of the services described in the FENNVILLE PUBLIC SCHOOLS Request for Proposals for Sign Replacements. Applicant is willing to provide as needed items in addition to those listed in the FENNVILLE PUBLIC SCHOOLS Specifications Price List.

_____ Applicant recognizes the need for sensitivity in serving the elderly and people with disabilities and is committed to providing honest, thorough, and responsive staff service in order to minimize consumer disruption and upset.

_____ Applicant understands that contracts will be awarded but that the total amount of actual reimbursement will be based on the jobs awarded by FENNVILLE PUBLIC SCHOOLS and completed by the applicant.

_____ Applicant recognizes that invoicing will be done in accordance with the specifications set forth in the RFP and that there are different invoicing and payment schedules used by FENNVILLE PUBLIC SCHOOLS.

_____ Applicant will carry insurance of the type and in the amounts required by FENNVILLE PUBLIC SCHOOLS (and otherwise comply with PSA's insurance requirements) and will provide evidence of such insurance. Applicants will carry such insurance throughout the term of the contract.

_____ Applicant agrees to comply with all the requirements of the EPA Lead Repair, Renovation, and Painting Rule [40 CFR 745] and will submit the EPA Lead RRP certification and training certificates at the time of proposal as needed.

_____ Applicant agrees to provide all services under this RFP in a first-class workmanlike manner.

_____ Applicant will guarantee all work to be free from defects in material and workmanship for a period of at least one year from the date of completion.

_____ Applicant agrees to maintain and make available, for purposes of FENNVILLE PUBLIC SCHOOLS monitoring and audit, documentation to verify service provision as invoiced and reimbursed.

_____ Applicant agrees to submit an annual affirmative action plan and periodic progress reports to FENNVILLE PUBLIC SCHOOLS as requested.

Applicant Company Signature of Authorized Representative

REFERENCES

Please provide a minimum of three references (K-12 institutions preferred) where similar work has been completed within the past five years. Indicate name, property address, description of work, monetary value of work, contact person and telephone number for each job.

1. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____

2. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____

3. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____

4. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____

5. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____

INSURANCE CHECKLIST

To be completed by insurance agent or broker

Carrier

MI Licensed or approved company

Best's rating of at least A-

Financial size of at least Class VII (if licensed) or Class XI (if unlicensed)

General Liability

\$1 million combined minimum bodily injury and property damage per occurrence and \$2 million annual aggregate (umbrella coverage acceptable)

No deductible

FENNVILLE PUBLIC SCHOOLS and its directors, officers, employees, and agents named as additional insureds

Endorsement stating that coverage afforded additional insureds is non-contributory and primary to any other coverage available

Automobile

\$1 million per occurrence combined single limit (umbrella coverage acceptable)

No self-insured retention

No deductible

Coverage for owned, non-owned and hired vehicles, except for vehicles titled to PCA.

FENNVILLE PUBLIC SCHOOLS and its directors, officers, employees, and agents named as additional insureds

Endorsement stating that coverage afforded additional insureds is non-contributor and primary to any other coverage available.

Workers Compensation

Statutory limits of coverage

No deductible

Employers' liability coverage with limits of not less than \$100,000 per accident, \$100,000 per employee by disease and \$500,000 policy limit by disease. Endorsed for work to be performed in all states in which work is to be performed, including, without limit.

Professional Liability

Certificate of Insurance

Insurer shall provide FENNVILLE PUBLIC SCHOOLS with 30 days written notice prior to any non-renewal, cancellation, or modification of coverage or of any impairment of the aggregate insurance available as a result of loss.

No language on certificate stating that insurer will “endeavor to” mail such notice or language stating “but failure to do so shall impose no obligation of liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.”

General Requirements

Insurance written on an occurrence basis.

Please explain areas where the applicant is unable to comply on the reverse side.

Please refer to the “Insurance Requirements” set forth in the RFP for the precise insurance procurement obligations. Nothing contained herein on the “Insurance Checklist” obviates or negates any insurance procurement obligation, nor relieves the contractor from any insurance procurement obligation set forth in the “Insurance Requirements”.

Insurance Company: _____

Agent/Broker Signature: Phone: _____

Print Name: _____

Date: _____

**Removal and Replacement of Chilled Water Line Insulation in High School
Building**

Scope of Work

Removal of all old insulation on chilled water lines.

Removal of all hangers on chilled water lines.

Wrapping of chilled water lines with new fiberglass insulation.

***Replacing old hangers with new hangers to fit over the
insulation.***

7.1' of ½" chilled water lines.

18.9' of ¾" chilled water lines.

12.8' of 1 ¼" chilled water lines.

16.1' of 1 1/2" chilled water lines.

363.9' of 2" chilled water lines.

582.7' of 2 ½" chilled water lines.

457.1' of 3" chilled water lines.

287.6' of 4" chilled water lines.

441.8' of 5" chilled water lines.

Fennville Public Schools

Removal and Replacement of Chilled Water Line Insulation in High School Building

Attachment A

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner and or authorized officer of the below named Bidder (the “Bidder”), pursuant to the compliance certification requirement provided in Fennville Public Schools (the “School District”) Request For Proposals for Removal and Replacement of Chilled Water Line Insulation in the High School Building (the “RFP”), hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Bidder is awarded a contract as a result of the aforementioned RFP, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The Bidder 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 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the 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 that it is determined that the person has submitted the false certification.

BIDDER:

Name of Bidder: _____

Name of Representative: _____

Title: _____

Date: _____

State of: _____

County of: _____

This instrument was acknowledged before me on the ____ day of _____, _____, by _____.

_____, Notary Public
_____, County, Michigan

My commission expires: ____/____/____ Acting in the County of: _____

Fennville Public Schools

Removal and Replacement of Chilled Water Line Insulation in High School Building

Attachment B

DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

All bidders must complete the following disclosure form in compliance with MCL 380.1267 and attach this information to their proposal. By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between the owner and any employee of the vendor and any member of the District’s Board of Education or Superintendent.

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

The undersigned, the owner or authorized representative of the bidder does hereby represent and warrant that the disclosure statements herein contained are true.

Signature of Bidder Representative: _____

Name: _____

Title: _____

Name of Firm: _____

This instrument was acknowledged before me on the ____ day of _____, _____, by _____.

_____, Notary Public
_____, County, Michigan

My commission expires: ____/____/____ Acting in the County of: _____