



REQUEST FOR PROPOSAL
OVERHEAD DOOR DEMO AND REPLACEMENT
DOW AND MIDLAND HIGH SCHOOLS

SCOPE:

The scope of work must include but is not limited to: demolishing and replacement of specified overhead doors and hardware. Please see attached drawings and bid documents.

Contractors Qualifications

Contractors must have a minimum of five years of experience in the installation of overhead doors with 25 jobs or more of similar or larger size over the past five years. If the successful contractor has not performed services for the district in the previous three years, they must submit a reference list including contact names and phone numbers.

Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of Completion of the work. All work that proves defective, by reason of faulty material or workmanship, within said period of one year, shall be replaced by the Contractor free of cost to the district. All manufacture warranties are to be honored by the contractor. These guarantees shall not operate as a waiver of any of the district's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

General Specifications:

Unless otherwise specified herein or shown on the Plans, all materials, procedures, and workmanship shall conform to all applicable local, State and Federal laws and regulations.

Construction Methods: See drawings.

https://drive.google.com/drive/folders/14I9JHMdsre_-gkJWtXEAOZ9U81FK_DV9?usp=sharing

Notes:

Bids are solicited from all possible manufacturers, suppliers, and/or types and quality of products and services as outlined in the specifications. A catalog, description, or a brand and model designation when provided is included in the specification to establish minimum levels of performance, characteristics, quality, capacities, features, workmanship and materials. Use of catalog numbers and other requirements set forth in specifications are not intended to preclude use of any other approved manufacturers products or procedures which may be equivalent, solely as determined by school district but are given for purposes of establishing standards of design, function and quality of materials, construction, and workmanship. Alternate suggestions may be offered if deviations from specifications are minor and if all deviations are properly outlined on an attached sheet, failure to outline all deviations may be grounds for rejection of your bid. The decision of the Midland Public Schools, acting through the Facilities Director, or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications. The Midland Public Schools will consider any alternates submitted, but reserve the right to reject low Bid, which are not considered equal. Sample of the alternate bid must be made available upon request for examination.

Job Site Walk

Interested contractors may set up a site walk to determine the scope of work, equipment and materials required before the bid opening. Interested contractors should set up a site walk by contacting the number listed below.

Michael Moeggenberg
Director of Facilities and Operations
Midland Public Schools
989-923-5035
moeggenbergmj@midlandps.org

Bid Information

Bids will be accepted until 2:00 P.M. local time on November 30, 2023, at which time bids will be opened and read aloud for presentation to the Board of Education at their next regularly scheduled meeting. No oral, telephonic, or facsimile proposals will be considered. No proposals will be considered after the time of closing of bids.

Inspection of Site

Bidders will be held responsible for comparing the premises with the specifications and to have satisfied themselves as to the conditions of the premises and any other conditions affecting the carrying out of the work. No price allowance or extra considerations on behalf of the contractor(s) will subsequently be allowed by reason of error, oversight, or failure to reasonably inspect on the part of the bidder(s) and/or contractor(s).

5% Bid Bond

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

Safety

The Contractor shall be responsible for compliance with all applicable federal and state laws, codes, and regulations, including but not limited to MIOSHA and the Right-to-Know.

Fines for MIOSHA Violations

If the District is assessed any fines for MIOSHA violations arising out of these contract services and attributable to the Contractor, the Contractor shall reimburse the district for these.

Permits

The contractor is required to obtain and pay for any required permits both state and local.

Insurance Requirements

The Contractor will provide the District with the required insurance certificates before the Contractor is awarded the contract. These certificates of insurance shall be submitted to the District's Facilities Department. Once contract is awarded Midland Public Schools will need to be added as an additional insured to the insurance policies.

Minimum Required Insurance Limits

	Minimum Limits
Commercial General Liability	
Fire Damage	\$100,000
Medical Expenses	\$ 10,000
Personal & Adv. Injury	
Each Occurrence	\$1,000,000
Aggregate \$2,000,000	
Products - Comp/Op Agg.	\$1,000,000

Property Damage	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Excess Liability (Umbrella)	
Each Occurrence	\$5,000,000
Aggregate	\$10,000,000
Fidelity/Employee Dishonesty Bond	\$50,000
Automobile Liability (Including Hired & Non-Owned)	
Personal Injury/Bodily Injury	
Each Occurrence	\$1,000,000
Or Combined Single Limit	\$1,000,000
Property Damage	
Each Occurrence	\$500,000

The Contractor must also provide all of its employees working on this contract with Workers' Compensation insurance. The District will not be responsible for any job related injuries to the Contractor's employees. Contractor will provide the District with proof of insurance with at least the following coverage limits:

Minimum Limits

Coverage A Statutory

Coverage B as follows:

Each Accident \$500,000

Disease - Policy Limit \$1,000,000

Disease - Each Employee \$500,000

Site Clean-up and Maintenance

The contractor is responsible for cleaning as they perform the work. All demoed equipment should be stacked in an orderly manner and either removed from the site within two days or put in a contractor supplied dumpster. The district must approve of any other suggested methods of disposal.

Owners Rights

The Board of Education reserves the right to accept or reject any or all item(s) in the bid; to accept or reject any or all bid(s); to waive any informalities therein; or for any reason, to award the contract to other than the low bidder. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. The district reserves the right to award the bid by location to the low bidder of that location and to not award a location to any bidder.

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

All bids must be submitted on the attached bid form and signed by the bidder. Two (2) copies of the bid form should be addressed to the attention of:

Michael Moeggenberg
Director of Facilities and
Operations
Midland Public Schools
600 East Carpenter Street
Midland, Michigan 48640-5417
“Overhead Door Replacement 2024”

One (1) copy of the bid form should be retained for your files. Questions should be referred to Michael Moeggenberg, Director of Facilities and Operations at 989-923-5035 or moeggenbergmj@midlandps.org

Work Timeline

The work shall start after May 30, 2024, and shall be completed by August 16, 2024.

Payment

Midland Public Schools will issue payment within 30 days of completing all work to include a final punch list approval by the district. The contractor may submit payment applications as work is completed by line items indicated on the bid form. Payment will be issued following final payment requirements listed above.

Instruction to Bidders

1. It shall be the bidder’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified within.
2. Bids received after the scheduled opening time will not be accepted.
3. The only bids accepted will be hard copy paper bids.
4. No bid may be withdrawn, changed, or modified in any way for a period of one hundred eighty (180) calendar days from date of did opening.
5. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
6. Bids received prior to the time of opening will be kept securely unopened. No responsibility will be attached to a school district employee who prematurely opens an incorrectly addressed bid proposal.

7. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
8. Midland Public Schools are exempt from state and federal taxes.
9. All bids are subject to acceptance by Midland Public Schools Board of Education which reserves the right to accept or reject any or all bids, to split awards by items, to waive irregularities or defects, and accept other than the low bid when deemed to be in the best interest of Midland Public Schools.
10. The laws of the State of Michigan shall govern rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
11. All information included in a bid response is subject to the Freedom of Information Act and may be disclosed in its entirety after the formal, public bid opening has been completed.
12. By submission of the proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
13. The bidder agrees to hold and save Midland Public Schools, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment, materials, supplies, or services covered by this bid document.
14. The contractor shall provide items of a minor nature, not specifically noted in these specifications, so as to provide a complete, operable and Owner acceptable service.
15. Contractors are required to comply with the Safety Rules and Accident Prevention plan. The district reserves the right to exclude any worker(s) from the job site(s) for violation of these work rules or any other such offenses deemed inappropriate by the district.
16. The contractor shall clean their job area daily and dispose of all trash and debris leaving the area broom clean.
17. It is the responsibility of the contractor/bidder to field verify all existing field conditions. Bidders shall inspect the work site and take such steps as may be reasonably necessary to ascertain the nature of the work; and general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.
18. The sites are available for your inspections by appointment.

Bid Form

Midland High Welding Shop Labor and Materials \$ _____

Midland High Storage Shed Labor and Materials \$ _____

Dow High Auto Shop Labor and Materials \$ _____

Dow High Storage Shed Labor and Materials \$ _____

Total Pricing to Include Labor and Materials \$ _____

Please Describe Scope of Work to Include Time Frame of Work

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

Signature _____

Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Telephone Number: _____

E-Mail Address: _____

Iran Economic Sanctions Act Certification

I am the _____ (insert title) of _____ (insert bidder company name), or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of services to Midland Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

Signature _____

Affidavit of Bidder-Compliance with School Safety Initiative Legislation

The undersigned, the owner or authorized officer of _____ (the “Bidder”), certifies to Midland Public Schools (the “School District”), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any “listed offenses”.¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER: _____

By: _____

Its: _____

Affidavit of Bidder –Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the _____ (the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of _____, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in the County of : _____