



## REQUEST FOR PROPOSAL

### MAINTENANCE/TRANSPORTATION HVAC REPLACEMENT

**Closing Time for Accepting Proposals**  
**Wednesday February 14, 2024, 2:00 PM**

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:

**Midland Public Schools Board of Education**  
**“MAINTENANCE/TRANSPORTATION HVAC REPLACEMENT 2024”**  
**600 E. Carpenter St.**  
**Midland, MI 48640**

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.

Bidders Qualifications:

1. Successful Bidder's firm shall have five years' experience in the type of work being performed. All work under the contact shall be performed by skilled workers in accordance with applicable Federal, State and local governing codes. The Successful Bidder shall be responsible at all times for the work and actions of its employees.

SCOPE OF WORK: See included documents and drawings.

Specifications: See included documents and drawings.

Payment:

The contractor must submit payment applications as work is completed by line item indicated on the bid form. Payment will be issued within 30 days of submitting the pay application if work is agreed to be completed by the district.

Site Visit

Contractors must walk the site to determine the scope of work, equipment and materials needed to satisfy all requirements of this RFP by setting up an appointment with Michael Moeggenberg before the bid opening:

Michael Moeggenberg  
Director of Facilities and Operations  
Midland Public Schools  
989-923-5035  
[moeggenbergmj@midlandps.org](mailto:moeggenbergmj@midlandps.org)

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 state and local permits pertaining to this RFP. The contractor is responsible for any electrical and mechanical permits.

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 Maintenance Department. Once the 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	\$1,000,000
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

#### 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.

All bids shall be firm for ninety days (90) from the date of the bid opening. All bids must include a signed "Iran Economic Sanctions Act Certification" a "Familial Relationship Disclosure" form and "Compliance with School Safety Initiative Legislation" (enclosed with RFP documents).

#### Bid Security

A Bid Security by a qualified surety authorized to do business in Michigan in the amount of five percent (5%) of the Base Bid shall accompany each proposal or proposal combination. The Bid Security may be in the form of a Bid Bond, Cashier's Check, or Money Order. Personal checks are not acceptable.

#### Payment Bond

Prior to the issuance of a purchase order authorizing commencement of this contract, and in cases before beginning work under the contract, the contractor(s) selected will qualify for, sign, and deliver to Midland Public Schools Business Office, an executed payment bond secured by the surety company. The bond will be in the amount of 5% of the contract. Midland Public Schools requires that the bonding companies be limited to those listed on the U.S. Department of Treasury Circular 570 and must be licensed in the State of Michigan. The U.S. Department of Treasury Circular 570 can be viewed at the following web site: <http://fms.treas.gov/c570/index.html>. Certificates of such insurance and bonds will be filed with the Business Office within five working days of bid award and before any work begins.

#### Work Timeline:

The work shall start within one month of receiving a district purchase order and be completed within three weeks from the start of work. The start date may be extended due to a delay in taking delivery of specified equipment.

### **Instruction to Bidders**

1. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachment, 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 ninety (90) calendar days from date of bid 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 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 is 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 this specification, 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.



## **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 purchase and installation of a walk in freezer 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”.<sup>1</sup> 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 Code<sup>2</sup> 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: \_\_\_\_\_



