

BRIGHTON AREA SCHOOLS

REQUEST FOR PROPOSALS (“RFP”)

Brighton High School Fence Removal and Replacement

November 22, 2024

Brighton Area Schools

**REQUEST FOR PROPOSALS FOR
CONTRACTOR SERVICES
PART 1 – GENERAL INSTRUCTIONS**

A. Instructions

Qualified firms are invited to submit proposals to Brighton Area Schools (the “District”) for the removal and replacement of old galvanized fencing on the north side of Brighton High School. (the “Project”). The Project will take place at the location(s) below: Brighton High School.

The Project consists of approximately 885 feet of fencing and minimally must contain all of the following:

- 6 foot high black vinyl coated fencing
- Privacy Slats with 98% coverage

For the purpose of this RFP, the terms “proposal” and “bid” shall be treated as one and the same.

The District reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the District.

B. Proposal Submission

To be considered by the District, seven (7) copies of the complete proposal must be received no later than 12:00 p.m., December 19, 2024. Proposals should be addressed to:

Brighton Area Schools
c/o David Jones
125 S. Church Street
Brighton, Michigan 48116
Telephone: (810) 299-4031

The lower left corner of the submittal envelope should be marked: **PROPOSAL FOR CONTRACTOR SERVICES – Brighton High School Fence Removal and Replacement.**

Pursuant to Michigan law, MCL 380.1267, proposals must include security (cashier’s check or bond) in an amount not less than 1/20 (5%) of the amount of the bid conditioned to secure the District from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the District’s Board of Education. Any firm(s) not awarded will be refunded this security if submitted in the form of a cashier’s check.

Submitted proposals become the property of the District and will not be returned.

C. Late Proposals

Any proposal received by the District after the time specified above will not be considered. The party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline.

E. Questions Concerning this RFP

Inquiries may be made to David Jones, Assistant Superintendent for Finance, at the address and telephone number above. Information about the District is available during business hours (8:00 a.m. to 4:30 p.m.).

F. Economy of Preparation

Proposals should be prepared simply, providing a concise description of the firm's ability to meet the requirements of this RFP. Please limit your proposal to the information requested in Part 3 - Proposal Details and Part 4 - Proposal Summary. Part 4 - Proposal Summary, must be signed by the person responsible for the decision as to services and costs being offered.

G. Site Visit

Bidders are encouraged to schedule an appointment with Scott Jacobs, Operations and Facilities Director, 810-299-4123, during business hours to personally inspect the site before bid submission to become familiar with the space. The District will not accept responsibility for a bidder's failure to inspect the facilities/sites.

H. Prime Responsibilities

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

A general scope of services is described below in this Part 1 under Section M.

I. Proposal Preparation Costs

All costs incurred for proposal preparation presentation, or contract negotiation are the responsibility of the firm. The District will not be responsible for, and will not pay, the cost for any information solicited or received.

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 that 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

The bid is expected to be awarded after the January 13th, 2025 Brighton Area School Board Meeting. The Project is expected to commence soon after the award of the contract. The District and all bidders recognize that this schedule is subject to change.

L. Collusive Bidding and Relationship Disclosure

The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment "B".

The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment "C".

M. Scope of Services

It is assumed that any proposal submitted will include, but shall not necessarily be limited to, the performance of all of the activities listed below. The District will consider alternate proposals; however, the proposal must clearly indicate any activities that have been deleted and/or added from the requested scope of services.

1. Construction Phase Services

- a. Prepare for and commence construction, construction draw, and occupancy schedules.
- b. Propose change order requests, subject to District approvals.
- c. Review shop drawings and expedite the review process.
- d. Review payment and cost control procedures, including the following:
 - i. Subcontractors' Schedule of Values, if applicable
 - ii. Subcontractors' Payment Application and Certification, if applicable
 - iii. Subcontractors' Sworn Statements and Waivers of Lien, if applicable
 - iv. Purchase Order and disbursement Summaries
 - v. Change Order Listings
 - vi. Budget Cost Summary Reports

- e. Participate in progress meetings and provide progress reports of same.
 - i. As needed, meet with the District's Project Representative to discuss any activities which may affect operations.
 - ii. Weekly meeting with District representative and trade contractors.
 - iii. Monthly meetings for planning, coordination, and payments with District administrators which will include status reports on the Project, budget, change orders, and allowances for reimbursable expenses.
- f. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories.
- g. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction.
 - h. Provide review and coordinate Project commissioning.
 - i. Prepare and complete punch lists, coordinate final inspections, and recommend District acceptance and occupancy.

2. Post-construction Phase Services

- a. Assist in conducting training sessions for appropriate employees regarding the operation and maintenance of technical equipment. Videotape a training session for the District's future use.
- b. Provide staff readily available during three-month adjustment period as staff and students become accustomed to new surroundings.
- c. Provide follow-up for the duration of the longest warranty period covered by the Project.

N. Insurance Coverage

Before beginning work, the selected firm will be required to provide a copy of insurance certificates for the following insurance types and amounts:

- 1. Professional liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
- 2. Commercial General Liability with policy limits of not less than \$1,000,000 for each occurrence and \$1,000,000 in the aggregate providing coverage for claims including damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; personal injury; damages because of injury to or destruction of tangible property; bodily injury or property damage arising out of completed operations; and contractual liability applicable to the Contractor's obligations.
- 3. Comprehensive Automobile Liability, which includes coverage for any auto, hired autos, and non-owned autos with a combined single limit of \$2,000,000.

Any subcontractor of the Contractor shall provide insurance coverages at least equal to that provided by the Contractor, and those subcontractors shall provide insurance certificates for general and professional liability coverages.

O. Payment of Fees

The District will make payments to the Contractor in accordance with the awarded bid. Payments may be subject to 10% retainage. Professional fees and reimbursable expenses shall be itemized on the same 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 determined during contract negotiations with the selected firm.

P. Indemnification

If the acts or omissions of the Contractor or its employees, agents or officers cause injury to District person or property, the Contractor shall defend, indemnify and save harmless the District, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom, to the extent allowed by law.

Brighton Area Schools

**REQUEST FOR PROPOSAL FOR
CONTRACTOR SERVICES
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:

November 22, 2024	RFP is released.
December 19 th , 2024, at Noon.	Proposals are due.
December 19 th , 2024, at 12:15p.m.	Optional Bidder interviews with the Board of Education.
January 13 th , 2025	Board of Education selects a Contractor and authorizes the Superintendent to finalize a contract.
January 14 th , 2025	Earliest date for the Contractor to begin work.

The District may modify or eliminate any of the above schedule in its sole discretion.

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.

C. Contractor Interviews

It is possible that the District will invite firms to participate in interviews with the Board of Education (and/or, if applicable, any Selection Committee) and to answer any questions that may exist about their proposal.

D. Evaluation Criteria

The District will evaluate proposals considering all of the information provided in response to this RFP, including but not necessarily limited to the following:

Adherence to RFP: To merit evaluation, submittals must conform, in both content and presentation, to the parameters established in this request.

Relevant Experience: Relevant experience of the firm with construction and renovation of K-12 public school facilities, particularly those of comparable size and complexity.

Qualifications: Qualifications and experience of the key staff to be assigned to these projects.

Timeliness: Ability of the firm to complete work tasks specified in this RFP in a timely fashion.

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

Team Compatibility: The ability of the firm to work with students, District employees, parents, community members, and governmental officials based on references and interviews.

Fee Proposal: The total fees for Contractor services.

E. Awarding of the Contract

All proposals received shall be subject to evaluation by Administration for the purpose of recommending a firm or firms with whom a contract will be signed. Authorization for execution of a contract will be approved by the District's Board of Education after it has had an opportunity to review the recommendations of the Administration.

The form of Contract shall be based on the modified version of AIA Document A101-2017 Edition, as modified. The bidder shall be deemed to agree with the attached document in its entirety, *except and to the extent the bidder 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 ability, in its sole discretion, to negotiate any term of the Contract. The award of a Contract shall be contingent upon the successful negotiation of same.

Brighton Area Schools

**REQUEST FOR PROPOSAL FOR
CONTRACTOR SERVICES
PART 3 – PROPOSAL DETAILS**

NAME OF FIRM: _____ YEAR ESTABLISHED: _____

ADDRESS: _____
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: _____ FAX NUMBER: _____
(Area Code) (Area Code)

A. BUSINESS ORGANIZATION

1. Individual ___ Partnership ___ Corporation ___ Other

2. Years firm has provided K-12 Contractor Services: _____

3. List Principals and officers of the firm:

4. List the various professional and support staff positions and number of personnel in each position in your firm.

<u>Professional Staff</u>	<u>Number</u>	<u>Support Staff</u>	<u>Number</u>
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5. Provide a brief history of your firm's experience with public school construction, if any.

6. List subcontractors or consultants outside your firm you propose using to provide services not available in your firm.

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

7. What is your firm's present workload?

Number of Projects \$ Value

Number of projects in pre-construction phase:

Number of projects in construction phase:

Provide a list of all scheduled construction projects and unscheduled construction projects currently being handled by your firm, including an indication of percentage of completion for each project.

8. 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.
- d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?

9. Have you had mediation, litigation, arbitration or a claim filed against or settled with your firm by an educational client or have you filed or settled the same against an educational client? If yes, explain each in detail.

10. Have you had mediation, litigation, arbitration or a claim filed against or settled with your company by any client outside of the educational market or have you filed the same against any other client? If yes, explain each in detail.

11. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated a contractor contract, for cause or for convenience, prior to completion of a project? If yes, explain each in detail.

B. APPROACH TO CONTRACTOR SERVICES

1. Describe in detail, the process you will follow to commence construction for the Project.

3. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use for the Project.

5. List the steps in your standard change order procedure, your criteria used to determine whether Additional Service fees will be charged and for change orders, and your fee schedule for change orders.

C. Anticipated Project Schedule

The District desires that construction for the Project begin at your earliest convenience. Please identify any concerns or reservations your firm may have with these general parameters and describe any negative impacts on the Project foreseen as a result of such parameters.

D. Cost Proposal

The cost proposal shall be stated as a lump sum as set forth below. If you believe any other information or clarification may be helpful to the District in determining your cost for services, please include that information in your proposal.

Brighton Area Schools

**REQUEST FOR PROPOSAL FOR
CONTRACTOR SERVICES
PART 4 – PROPOSAL SUMMARY**

All materials necessary to complete the Project shall be the responsibility of the Contractor.

Single Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Bidding and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as issued by the Owner, hereby agrees to furnish all material, labor, equipment, and services as described in the above documents, without exception, including all scheduled allowances and permits, if any, necessary to complete the Project, to the sum of:

\$ _____

This proposal has been prepared to provide the District with all the information requested in Part 3 - Proposal Details of the RFP regarding Contractor services. The undersigned certifies that the proposal contained herein meets or exceeds the scope of services as outlined in this RFP, 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 or separately attached:

Signed this ____ day of _____, 2024.

Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

By: _____
Signature and Title

ATTACHMENT "A"

AIA Document A101-2017 Standard Form of Agreement between Owner and Contractor.

ATTACHMENT "B"

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:
 - President
 - Vice-President
 - Chief Executive Officer
 - Member
 - Partner
 - Owner
 - Other (please specify) _____

of _____ [insert name of contractor], a bidder for contractor services for Brighton Area 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:

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 contractor 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 _____, 202__

(signature)

(printed)

Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

ATTACHMENT "C"

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 provision of contractor services to Brighton Area 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)