

Wayland Union Schools
850 E. Superior Street
Wayland, MI 49348



REQUEST FOR PROPOSALS
For
High School Gymnasium Floor (0311-21)

Open Date:	March 11, 2021
Pre-Bid (Encouraged):	March 18, 2021 – 9 a.m.
Submittal Deadline:	April 13, 2021 – 2 p.m.
To Begin:	July 1, 2021

I. OVERVIEW

1.1. PURPOSE

The purpose of the Request for Proposals (“RFP) is for Wayland Union Schools District (collectively the “School District”) to obtain proposals from qualified contractors to design, furnish, and install a new all-wood athletic floor (Action ProAction Thrust floating resilient floor system or a pre-approved alternate) at the high school main gymnasium, to include demolition of the existing floor (cut to widths and lengths per District determination) for the Wayland Union Schools District. Project must include final artistic/logo painting as agreed to by the District. See minimal expectations Exhibit A and B.

1. Four weeks prior to the start of work, this contractor shall survey the existing conditions and report to the school any out of tolerance work and anticipated cost of remediation.
2. Demo existing wood floor systems complete to the District specified width and lengths.
3. Perform all necessary floor preparation to meet minimum floor flatness and levelness requirements per product manufacturer requirements, institute standards, etc. that exceed minimum concrete finishes as specified in concrete specifications.
4. Furnish and install all-wood athletic flooring including base transitions, sleepers, and accessories as shown or scheduled. In essence ready to use, completely finished product.
5. Furnish and install waterproofing and crack-suppression materials as specified.
6. Perform and coordinate all moisture testing per manufacturer’s requirements with Buildings and Ground Supervisor.
7. Removal and disposal of all non-salvaged widths and lengths and any materials not used in the completion of the new athletic wood floor.
8. Project must include final artistic/logo painting as agreed to by the District.
9. Area should be clean and play ready upon final inspection prior to District use.
10. Project dates July 1, 2021 through August 13, 2021.

1.2. SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s anticipated timeline for its selection process is:

Issuance of this RFP	March 11, 2021
Pre-Bid (encouraged) Meeting	March 18, 2021 (9 a.m.)
Deadline for written Requests for Clarifications	March 23, 2021 (4 p.m.)
DUE DATE FOR PROPOSALS	April 13, 2021 (2 p.m.)
Public Bid Opening	April 13, 2021 (2 p.m.)
School District consideration of the Contract	April 13, 2021 – April 21, 2021
Board of Education 1 st Review	April 26, 2021
Commencement of Contract	July 1, 2021

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

April 13, 2021 at 2 p.m. EDT (the “Due Date”)

- 2.1.1. **Proposal Envelope**: The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
HIGH SCHOOL GYMNASIUM FLOOR
[Contractor’s Name]
[Contractor’s Email]
[Contractor’s Address]
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follow:

WAYLAND UNION SCHOOLS
Attention: Patricia A. Velie
850 E. Superior Street
Wayland, MI 49348

- 2.1.2. **Late Proposals**: Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 2.1.3. **Returned Proposals**: All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up at its sole cost and expense.
- 2.1.4. **Signed Original Proposal**: Each Proposal must be an original and hard copy and signed by an authorized member of the Contractor’s firm. This member should be the highest ranking officer at the local level. NO ORAL, FAX, or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 2.1.5. **Copies of Proposal**: The Contractor shall also submit with the signed original Proposal, one (1) complete copy of the signed original Proposal.
- 2.1.6. **Opening of Proposals**: At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend. No immediate decision will be rendered. **Should Pandemic restrictions be in place, all bidders will receive an invite to a Zoom RFP opening – please make sure an email address is on the exterior of the envelope.**
- 2.1.7. **Email Clarifications**: The School District intends to communicate with Contractors via email (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include email.
- 2.1.8. **Additional Requests for Clarification**: Prospective Contractors may request that the School District clarify information contained in the RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests for Clarification within five (5) business days after the receipt of such request. The School

District will not respond to any Request for Clarification received after **March 23, 2021 (4 p.m.)**. Requests for Clarification and inquiries must be made via email Request for Clarification and inquiries must be made via email. All Requests for Clarification must be directed to Patricia A. Velie, Assistant Superintendent of Finance and Operations, Wayland Union Schools, at veliep@waylandunion.org (Subject Line: High School Gymnasium Floor RFP Request for Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District's website (District; Administration; Bid Requests). It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

- 2.1.9. **Restrictions On Communication:** From the issue date of the RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except additional Requests for Clarification in accordance with Paragraph 2.1.8 above, or as otherwise required by applicable law.
- 2.1.10. **Addenda to the RFP:** All addenda will be issued through the School District's website and all addenda shall become a part of the RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof. **ATTACHMENT E.**
- 2.1.11. **RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that the RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request for Clarification or other written response thereto, or in the Proposal.
- 2.1.12. **Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 2.1.13. **Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor. No sub-contractors will be allowed on this project.
- 2.1.14. **Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- 2.1.15. **Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

Bid Security: Bid security by a qualified surety in the form of a bid bond, to design, furnish, and install a new all-wood athletic floor (Action ProAction Thrust floating resilient floor system or a pre-approved alternate) at the high school main gymnasium, to include demolition of the existing floor (cut to widths and lengths per District determination) for the Wayland Union Schools District. Project must include final artistic/logo painting as agreed to by the District. See minimal expectations Exhibit A and B to be considered for award. Bid bonds shall be duly executed by the bidder as principal and having as surety thereon, a company authorized to execute such in the State of Michigan. Bid bond shall pledge that the bidder, with the understanding that if his/her bid is accepted, will enter into a contract with the Owner for the bid category (ies) stated in his/her bid.

Bid securities will be returned to successful bidders after a contract agreement has been executed, and acceptance of required bonds and insurance is made. The bid security of bidders not under consideration for award of contract will be returned by the Owner in a timely manner. The bid security obliges shall be (School District) and shall become its property in the event that the bidder fails, within fifteen (15) days of notice of award to execute the contract agreement. The bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- 2.2. **Performance and Payment Bond:** The successful bidder will be required to furnish a satisfactory performance bond amounting to 100% of the contract amount. **ATTACHMENT F.**
- 2.2.1. **Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.
- 2.2.2. **Collusive Bidding:** The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

2.3. **PROPOSAL REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1, and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the "Contract" and referred to throughout the Contract as the "Agreement") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other 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 the RFP or form of Contract cannot be met by,

or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and 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 Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal.

Each Proposal must include, at a minimum, the following:

- 2.3.1. A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.
- 2.3.2. References – Each Proposal must include detailed evidence that the Contractor is currently or in the past provided Work for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of work provided. This should include school districts of similar size and scope as the School District.
- 2.3.3. Evidence of the Contractor's ability to provide adequate insurance coverage as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 2.3.4. Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.
- 2.3.5. A completed Proposal Pricing Form provided as ATTACHMENT A.
- 2.3.6. A completed Familial Disclosure Affidavit provided as ATTACHMENT B.
- 2.3.7. A completed Iran Economics Sanctions Act Affidavit of Compliance provided as ATTACHMENT C.

2.4. CONTRACTOR RESPONSIBILITIES

- 2.4.1. The Contractor will be responsible for the pick-up and disposal of all non-hazardous waste generated by the Owner based on specifications and unit pricing.
- 2.4.2. The bidder shall be responsible for making site visitations at the appointed encouraged pre-bid meeting. Each bidder shall be held to have compared the premises with the specifications and to be satisfied as to the conditions affecting the services to be provided before delivery of its proposal. No allowance or extra consideration on behalf of any bidder will subsequently be allowed by reason or error or oversight on part of the bidder.
- 2.4.3. Contractor shall be responsible for any permits and fees required for this contract, at its expense, and shall comply with all applicable local, state, and federal codes, including all present or future public health and sanitary regulations.
- 2.4.4. The Contractor shall perform services in a manner which leaves the premises of each School District site and adjacent private property in a clean and orderly condition. The Contractor shall be responsible for clean-up of debris and/or oil spillage from pavement caused by their vehicle to complete satisfaction of the Owner. They shall not receive monthly payment for services until the necessary clean-up is completed.

- 2.4.5. Contractor shall be responsible for any and all damages to existing building or grounds, sustained as a result of work under this Contract. The cost of repairing or replacing of such damage shall be borne by the responsible Contractor. The repair or replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the Owner.
- 2.4.6. Each contractor must submit with the proposal satisfactory and substantial evidence that the firm has extensive experience in commercial wood floor application, equipment, ability, and financial resources sufficient to enable him/her to perform successfully the entire work specified. The Contractor must have demonstrated at least five (5) years' experience in the commercial, gym-floor business. A minimum of three (3) references shall be included with the Proposal.
- 2.4.7. Vendor's workmen, foremen, and other personnel on District sight will be required to meet District security requirements. Crew must be equipped with either I.D. badges or vendor specific clothing for identification on premises. Any worker not complying with the District security requirements will immediately be ordered off project and without prejudice or recourse to the District.
- 2.4.8. Vendor agrees to successfully submit employee information for the District to run iChat (background check) on any employee working on the District's project. Vendor agrees to warrant that it will not at any time hire or utilize any individuals to provide services under this Agreement on District premises where such person has been convicted of, or pleaded guilty to, any criminal offense.

2.5. SPECIFICATIONS

- 2.5.1. **Scope of Work:** The Contractor shall provide all personnel and equipment required to design, furnish, and install a new all-wood athletic floor (Action ProAction Thrust floating resilient floor system or a pre-approved alternate) at the high school main gymnasium, to include demolition of the existing floor (cut to widths and lengths per District determination) for the Wayland Union Schools District. Project must include final artistic/logo painting as agreed to by the District. See minimal expectations Exhibit A and B.
- 2.5.2. **Term:** The Contractor shall render Services pursuant to this RFP commencing July 1, 2021, and completing the project no later than August 13, 2021.
- 2.5.3. **Invoicing and Payment:** The Contractor shall send monthly invoices to the District for materials on site and labor to date.
- 2.5.4. **Project Coordination:** The project must have a designated project manager working in close contact with the District's Building and Grounds Supervisor.
- 2.5.5. **Noise Ordinances:** All service must be in compliance with the City of Wayland's noise ordinances (for buildings in the City limits).

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

- 3.1.1. **Form of Contract:** This is a Request for Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details

relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/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 cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

- 3.1.1.1 Familial Disclosure Affidavit:** All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School District's Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B.**
- 3.1.1.2 Iran Economic Sanctions Act:** In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C.**
- 3.1.1.3 Governing Law:** The Contract shall be governed by and construed in accordance with the law as of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.
- 3.1.1.4 General Indemnification:** Contractor shall indemnify, defend, and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors, and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors, and agents; (iii) any violation or breach of any applicable Federal, State, or local law, rules, regulation, ordinance, policy, and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors, and agents under the Contract. The Contractor shall notify the School District by certified mail, return

receipts requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

- 3.1.1.5 Compliance with Laws:** Contractor shall comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, including any licensing, and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants, and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies, and regulations and licensing an permitting requirement applicable to the Contract. Contractor shall indemnify, defend, and hold School District harmless from any liability from its failure to so comply.
- 3.1.1.6 Right to Terminate on Breach:** Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice (email is sufficient with a "read receipt") of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach of its own would not be material.
- i. Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment, or products to the School District at a location to be designated by the School District.
- 3.1.1.7 Pricing:** Prices quoted are to be F.O.B. to the School District. All purchases shall be net; including transportation, insurance, and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.
- 3.1.1.8 Taxes:** The School District is exempt from taxes. However, when state and local taxes are required on construction material installed by the Contractor, such taxes must be included in the Contractor's Proposal prices.
- 3.1.1.9 Proposal Withdrawal:** Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

- 4.2.1. Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
- 4.2.2. List of the Contractor's References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of Work/services provided.
- 4.2.3. Contractor's Verification of addenda to the RFP, if any.
- 4.2.4. Shall provide evidence of the Contractor's ability to provide adequate insurance coverage as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
 - a. Commercial General Liability - including limited contractual liability
\$1,000,000.00 Limit of Liability (per occurrence)
 - b. Automobile Liability - including non-owned, and hired
\$1,000,000.00 Limit of Liability (per occurrence)
 - c. Workers Compensation - Workers compensation and employer's
Insurance to the full extent as required
 - d. Professional Liability - By applicable law
\$1,000,000/\$3,000,000 per occurrence/in the aggregate

The required insurance must be provided by a company licensed by the State of Michigan, which company must be financially acceptable to the District.

The District is not liable for vandalism which results in damage(s) to the property or vehicles of the Vendor. The District will not reimburse for private insurance deductibles for such vandalism.

- 4.2.5. A completed Familial Disclosure Affidavit for each participating School District, which are attached hereto as **ATTACHMENT B**.

- 4.2.6. A completed Iran Sanctions Act Affidavit of Compliance for each participating School District, which are attached hereto as **ATTACHMENT C**.
- 4.2.7. In submitting a bid, Vendors agree, unless specifically authorized in writing by an authorized District representative, on a case by case basis, that it shall have no right to use, and shall not use, the name of Wayland Union Schools, its officials, or employees, (a) in any advertising, publicity, promotion, nor (b) to express or imply any endorsement of Agent's services.
- 4.2.8. The term of this agreement will begin immediately upon selection, approval and execution of the contract.
- 4.2.9. The awarded Bidder shall perform all Work described in the Contract Documents (to include all attachments and exhibits) including without limitation, all terms and conditions of the specifications contained herein or otherwise stated in the bid documents and reasonably inferable therefrom by the Bidder as necessary to produce the results intended thereby for specifications and scope of work requested herein by the District.

