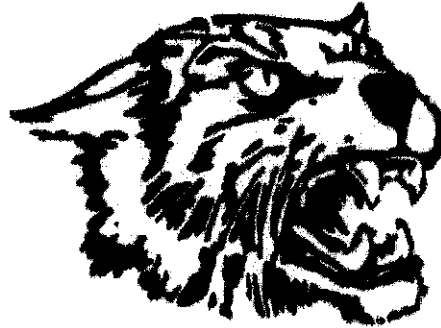


# Wayland Union Schools

850 E. Superior Street  
Wayland, MI 49348



## REQUEST FOR PROPOSALS For Athletic Scoreboards RFP #WUS 2018-02

|                         |                         |
|-------------------------|-------------------------|
| Open Date:              | April 13, 2018          |
| Pre-Bid Meeting:        | April 20, 2018 – 9 a.m. |
| Bid Submittal Deadline: | May 4, 2018 – 10 a.m.   |
| To Begin:               | July 1, 2018            |
| Completion Date:        | August 31, 2018         |

**I. OVERVIEW**

**1.1. PURPOSE**

1.1.1. The purpose of the Request for Proposals (“RFP”) is for Wayland Union Schools district (collectively the “School District”) to obtain proposals from qualified contractors for **high school sporting scoreboards: (HS) football field, HS baseball field, HS softball field, and the HS soccer field.** The existing scoreboards: four (4) are to be removed and left for Owner disposal, and installing four (4) new Sports Scoreboards and Control Systems, Message Displays and Control Systems, Identification Signage, to include on-site scoreboard use training in the same general area as the sign(s) that was removed.

**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          | April 13, 2018               |
| Pre-Bid Meeting               | April 20, 2018 (9 a.m.)      |
| <b>DUE DATE FOR PROPOSALS</b> | <b>May 4, 2018 (10 a.m.)</b> |
| <b>Public Bid Opening</b>     | <b>May 4, 2018 (10 a.m.)</b> |
| Commencement of Contract      | July 1, 2018                 |
| Work Completion Date          | August 31, 2018              |

**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:

**May 4, 2018 at 10 a.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  
ATHLETIC SCOREBOARDS  
[Contractor’s Name]  
[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.
- 2.1.7. **Email Clarifications:** The School District intends to communicate with Contractors via <http://waylandunion.org/district/administration/request-for-bids/>. Except for the delivery of the Proposal itself to known vendors, 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 **April 25, 2018 (4 p.m.)**. Request for Clarification and inquiries must be made via email. All Requests for Clarification must be directed to Patricia A. Velie, Director of Finance and Operations, Wayland Union Schools, at [veliep@waylandunion.org](mailto:veliep@waylandunion.org) (Subject Line: ATHLETIC SCOREBOARDS 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 (<http://waylandunion.org/district/administration/request-for-bids/>). 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.
- 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 a 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.
- 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.
- 2.1.16. **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.
- 2.1.17. **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.

## 2.2. **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:

- 2.2.1. 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.
- 2.2.2. 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.
- 2.2.3. Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 2.2.4. 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.
- 2.2.5. A completed Proposal Pricing Form provided as **ATTACHMENT A**.
- 2.2.6. A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.
- 2.2.7. A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.
- 2.3. **CONTRACTOR RESPONSIBILITIES**
  - 2.3.1. The Contractor will be responsible for the full and complete replacement with NEW scoreboards and technology at the HS football field, HS baseball field, HS softball field, and the HS soccer field; to include all fees, transportation cost, disposal fees,

**2.3.2. HS football field, HS baseball field, HS softball field, and the HS soccer field -**

The existing scoreboards: four (4) are to be removed from current location(s) and set aside for Owner disposal, and installing four (4) new Sports Scoreboards and Control Systems, Message Displays and Control Systems, Identification Signage, to include on-site scoreboard use training at the same site(s) of the original removal. All items are to be all-inclusive with the price as quoted on the pricing page. The following specifications are necessary for the WUS project and must be included in the RFP pricing:

Cast-in-Place Concrete, Structural Metal Framing, Rough Carpentry, Exterior Sun Control Devices, Communication cabling for scoreboards priced in RFP, and Wiring methods:

ASTM A 36 - Standard Specification for Carbon Structural Steel; 2005.

ASTM A 53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2005.

ASTM A 500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2003.

ASTM C 33 - Standard Specification for Concrete Aggregates; 2003

ASTM C 150 - Standard Specification for Portland cement; 2005.

Provide a scoreboard ETL or ETLIC tested to UL standard.

Manufacturer's data sheets on each product to be used, including;

- 1) Preparation instructions and recommendations.
- 2) Storage and handling requirements and recommendations.
- 3) Installation methods.

Shop Drawings: Submit plan, section, elevation, and perspective view details as necessary to depict proper field fabrication and installation, and provide details on connections, terminations and joints.

Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors.

Confirm all specifications with the factory prior to order.

Single Source Responsibility: Single manufacturer shall provide all components required to install the products specified in this section.

Manufacturers Qualifications: Manufacturers must have five (5) years of experience in the manufacturing of scoreboards and message displays of the type specified.

Installer Qualifications: Factory-trained and experienced in the proper installation of scoreboards and message displays.

Welders: AWS certified.

Store products in manufacturer's unopened packaging until ready for installation.

Physical inspection of items required at time of delivery; any shipping damages must be reported at delivery prior to storage.

Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

Work shall commence only after associated trade work has been sufficiently completed and will not interfere with the installation of the equipment specified in this section.

Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

Do not install when threatening weather conditions exist.

Owner shall furnish soil tests as necessary to determine suitability for installation – as necessary.

Owner shall clearly mark all underground utilities and notify the appropriate parties prior to work commencement.

Provide manufacturer's standard warranty affirming that products specified in this section shall be free from defects in material and workmanship under normal use provided they are installed in accordance with all current application requirements.

1. Duration: Five (5) years – All Parts and Labor (includes service calls and free second day parts shipping).

Contractor is responsible for providing all hardware, sealants, welding materials and other secondary installation products required for installation. Architect shall approve each product before or during the pre-installation conference.

**SCOREBOARDS: Preferred/Equivalent Manufacturer: Fair-Play Scoreboards, or Trans-Lux Fair Play.**

FOOTBALL SCOREBOARDS

Football scoreboard. Scoreboards show time, score, downs, yards-to-go, ball location, quarter and time outs.

Dimensions: 20 feet wide by 7 feet 6 inches tall (6096mm x 2286mm).

Clock and Score Digit Size: 24 inches (610mm).

Other Digit Size: and 18 inches (457mm) and 15 inches (381mm).

Power Usage: 480 Watts.

BASEBALL AND SOFTBALL SCOREBOARDS

Traditional baseball scoreboard featuring inning by inning scoring, runs, hits and errors, balls, strikes and outs, pitch counts, and inning and at bat numbering.

Dimensions: 20 feet wide by 6 feet 6 inches tall (6096mm x 1982mm).

Score Digit Size: 15 inches (381mm).

Other Digit Size: 18 inches (457mm).

Power Usage: 271 Watts.

Condensed baseball scoreboard featuring total score, balls, strikes and outs, and inning.

Dimensions: 20 feet wide by 6 feet 6 inches tall (6096mm x 1981mm).

Score Digit Size: 15 inches (381mm).

Other Digit Size: 12 inches (305mm).

Power Usage: 386 Watts.

### SOCCER SCOREBOARD

Dimensions: 14 feet wide by 5 feet 5 inches tall (4267mm x 1651mm).

Clock and Score Digit Size: 18 inches (457mm).

Other Digit Size: 15 inches (381mm).

Power Usage: 273 Watts.

### **SCOREBOARD CONTROLS**

Scoreboard Controllers.

Scoreboard Control.1 per scoreboard

Power Source: 120V AC.

### **MESSAGE CENTER CONTROL SOFTWARE**

Controller Software: High resolution, WINDOWS based message center control software for creating, modifying and controlling messages on full color and monochrome CaptiVue (OR comparable) Message Centers.

Functionality:

Create, edit and display messages.

Animate at up to 30 frames per second.

Supports most standard computer graphics file types (.bmp, .jpeg, .gif, .avi, etc).

Message scheduling.

Interactive Commander controls, prioritizes and changes graphic layouts and messages on multiple signs while allowing the user to toggle between tasks.

16 mm RGB Matrix: 80x180full-color

### **IDENTIFICATION SIGNAGE**

Identification or sponsor signage:

(3) Sign Type: Full Depth. 1 bottom 2'x20' with custom artwork

(3) Top Arch Truss Sign 3'x20' WILDCATS With 3' logo

(1) Sign Type: Full Depth. 1 bottom 2'x14' with custom artwork

(1) Top Arch Truss Sign 3'x14 WILDCATS With 3' logo

### **FINISH**

Cabinet Color: Green, School color – must be color matched!

Vinyl Trim Tape Color: White, School color – must be color matched!

PREPARATION of site:



Do not begin installation until substrates have been properly prepared.

Examine all soils and footings to ensure solid and secure footings.

Clean surfaces thoroughly prior to installation.

Install concrete footings at all locations at all locations noted on the drawings.

No chlorides shall be added to the concrete mixture.

Footings shall have a minimum 3000 psi (2.1kgf/ square mm) compressive strength after 28 days.

Grade surrounding landscape prior to installation of scoreboards.

Prepare surfaces using the methods recommended to achieve the best result based on project conditions.

INSTALLATION on site:

Follow manufacturer's current application requirements for installation under conditions specific to the project.

Install all structural steel components in accordance with manufacturers application instructions where specified on the drawings.

- 1) All structural steel components shall be in accordance with ASTM A36 or A572.
- 2) All Tube ends shall be covered with light gauge end caps.
- 3) All new steel shall be primed and painted with a color approved by the Owner.
- 4) Weld steel using E70XX electrodes. Prime and paint all welds following installation.
- 5) Unless otherwise specified in the drawings, all welds shall be continuous 1/4" (6mm) fillet welds.

Install all electrical equipment in accordance with all federal, state and local building codes.

Where manufacturer's requirements and building codes are in direct conflict, the more restrictive method of application shall prevail.

PROTECTION of product:

Protect installed products until completion of project.

Touch-up, repair or replace damaged products before Substantial Completion.

- 2.3.3.** The bidder shall be responsible for making site visitations. A pre-bid meeting has been established and is not mandatory, but 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. **Prior to visiting sites**, WUS must be made aware of said visit so as to inform the schools that non-staff will be on site – no exceptions.

- 2.3.4. 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.
- 2.3.5. 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 to leave the premises in original or better than original condition.
- 2.3.6. Contractor shall be responsible for any and all damages to existing building(s) 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.
- 2.3.7. Each contractor must submit with the proposal satisfactory and substantial evidence that the firm has extensive experience in sporting scoreboards. The Contractor must have demonstrated at least five (5) years' experience in providing school sporting scoreboards. A minimum of three (3) references shall be included with the Proposal.

## 2.4. **SPECIFICATIONS**

- 2.4.1. **Scope of Work:** The Contractor will be responsible for sporting scoreboards located at the high school (HS) football field, HS baseball field, HS softball field, and the HS soccer field. The existing scoreboards: four (4) are to be removed and left for Owner disposal, and installing four (4) new Sports Scoreboards and Control Systems, Message Displays and Control Systems, Identification Signage, to include on-site scoreboard use training in the same general area as the sign(s) that was removed. See **Section 2.3.** for project specifications and expectations.
- 2.4.2. **Term:** The RFP is a 2018-2019 budget year project – work can commence July 1, 2018 with a completion date of August 31, 2018. Signs should be placed and initiated as they are refurbished and digitized. Order of installation: HS football field, HS soccer field, HS softball field, and HS baseball field.
- 2.4.3. **Invoicing and Payment:** The Contractor may request a 50% completion invoice for 50% of the payment due. The payment will be based on the selection of either a per sign or full district RFP at the discretion of the District – in no case will more than 50% be paid at the 50% completion point.
- 2.4.4. **Project Coordination:** The RFP should provide pricing by location and also as a full District project for the four (4) scoreboards located at:  
Wayland Union High School

The district has established a budget for these sporting scoreboards and should the bid(s) come in over and above the established budget there will be consideration as to which sporting scoreboards can be accomplished with this budget cycle.

### 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 Allegan 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 and permitting requirements 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 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, take-down, set-up, installation, cleanup, and completion of the full operation of sporting scoreboards.

**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. Prices submitted must be by the sign/location, and as a grand total with discount notated if the entire district is awarded (full award is based on district allotted budget for project).

##### 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. Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

- 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**.

ATTACHMENT A

**Wayland Union Schools**

REQUEST FOR PROPOSALS

For

Sporting Scoreboards

RFP # WUS 2018-2

PROPOSAL PRICING FORM

CONTRACTOR INFORMATION:

CONTRACTOR'S NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**Respondents must submit a per-unit price for a completed (sporting scoreboards) per location as referenced in the RFP. All labor, full connection for a working sign(s), delivery, parts, and removal of debris must be included in the price per sign.**

Wayland Union High School Football Field Scoreboard Price: \_\_\_\_\_

Wayland Union High School Soccer Field Scoreboard Price: \_\_\_\_\_

Wayland Union High School Softball Field Scoreboard Price: \_\_\_\_\_

Wayland Union High School Baseball Field Scoreboard Price: \_\_\_\_\_

**Total Project Cost (Please include discount for award of full project)**  
Price: \_\_\_\_\_

**References:**

- 1. \_\_\_\_\_  
**Name**                                  **Address**                                  **Email/Phone #**
  
- 2. \_\_\_\_\_  
**Name**                                  **Address**                                  **Email/Phone #**
  
- 3. \_\_\_\_\_  
**Name**                                  **Address**                                  **Email/Phone #**

**ACKNOWLEDGEMENT OF ADDENDA TO RFP**

The Contractor acknowledges receipt of the following addenda:

- Addendum Number \_\_\_\_\_ dated \_\_\_\_\_
- Addendum Number \_\_\_\_\_ dated \_\_\_\_\_
- Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder) and to award the Contract at the School District’s sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request for Proposal, the Contract, and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request for Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

I hereby certify that I am authorized to sign as a Representative for the firm.

**CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITION OF THE RFP.**

Name of Contractor: \_\_\_\_\_

Signature/Principal: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT B**

**AFFIDAVIT OF BIDDER**

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to the familial disclosure requirement, hereby represent and warrant that no familial relationships exist between the bidder or any employee of the bidder, and any member of the Board of Education of Wayland Union Schools, the Superintendent of the District, or the Chief Business Official.

**BIDDER:**

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_.

\_\_\_\_\_  
(Notary Public Signature)

\_\_\_\_\_ County, Michigan

My commission expires: \_\_\_\_\_

Acting in the county of: \_\_\_\_\_

**ATTACHMENT C**

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

*All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors and employees.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the "Iran Linked Business" hereby represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing 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 District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

**There is not an "Iran Linked Business" that exists** within the bidder and/or owner, officers, directors and employees.

**Bidder:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for

\_\_\_\_\_ County, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SS:

(Notary Public Signature)

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**Attachment D**

**CONTRACT**

I. This Digital Signage Contract is made on \_\_\_\_\_, 20\_\_ (“Effective Date”) between Wayland Union School District, Wayland, Michigan, a Michigan public school district (the “School District”), whose administrative offices are located at 850 E. Superior Street, Wayland, Michigan, 49348, and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_. The School District and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

A. The School District issued a Request for Proposal (RFP) for \_\_ Sporting Scoreboards RFP #WUS 2018-2\_\_ dated \_\_April 13, 2018\_\_\_\_, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the “RFP”), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to \_\_remove old sporting scoreboards and replace with new sporting scoreboards\_\_\_\_ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Work”).

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated \_\_\_\_\_, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor’s Proposal to the RFP. The Contractor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as **Attachment A** (collectively referred to as the “Proposal”).

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal

E. The Parties agree that certain terms, conditions, and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

Now therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

**1. RESTATEMENT CONSTITUTES THE CONTRACT**

(a) **Incorporation by Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by

reference into this Contract the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or Proposal.

**(b) Order of Precedence.** The Contract Documents, which are all incorporated herein by reference, include the following:

This Contract, including all Attachments hereto;  
The RFP, including the Specifications attached thereto; and  
Contractor's Proposal.

To the extent that the terms and conditions of the Contract documents are in conflict, the term and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

## **2. TERM AND TERMINATION**

- (a)** This Agreement shall commence as the Effective Date and all Work hereunder shall be completed no later than \_\_\_ August 31, 2018 \_\_\_ and shall be in compliance with the RFP.
- (b)** Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract 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 breach shall not have been cured or corrected within then (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District 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 this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.
- (c)** Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

### **3. WARRANTY**

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of five ( 5 ) year(s) from completion of the Work.

### **4. INSURANCE**

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

- (a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- (b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.
- (c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.
- (d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combine single limit of \$1,000,000 each occurrence of bodily injury and property damage.
- (e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.
- (f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.
- (g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:
  - 1. A Best's rating for each of your insurance carrier at A-VII or better.
  - 2. Wayland Union Schools is endorsed as an additional insured on the General Liability policies.
  - 3. Provided annually to the School District for the life of the Contract.

### **5. CONTRACTOR'S COMPENSATION**

Based upon the School District's RFP and the Contractor's Proposal, the School District shall pay the Contractor for its Work as follows:

1. 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.
2. The Contractor may submit a 50% completion invoice for 50% of the payment due. The payment will be based on the selection of either a per sign or full district RFP at the discretion of the District – in no case will more than 50% be paid at the 50% completion point.

**6. MISCELLANEOUS**

**(a) Notices.** All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL, Federal Express, United Parcel Service, or by the United States Postal Service with pre-paid special handing postage, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the School District: Wayland Union Schools  
Attention: Director of Finance and Operations  
850 E. Superior Street  
Wayland, MI 49348

**(b) Assignment.** This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment of transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

**(c) Severability.** If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or

unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

- (d) Independent Contractor; No Joint Venture.** It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.
- (e) Modification.** No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.
- (f) Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provision of this Contract.
- (g) Governing Law.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Allegan County, Michigan.
- (h) Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.
- (i) Entire Agreement.** This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF. The undersigned have caused this Contract to be duly executed on the dates indicated below.

SCHOOL DISTRICT:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_