

Wayland Union Schools

850 E. Superior Street
Wayland, MI 49348



REQUEST FOR PROPOSALS

For

Fitness Center Equipment as Listed in RFP#WUS 2024-01

Open Date:	April 25, 2023
Mandatory pre-bid Meeting:	May 5, 2023 9 a.m.
Deadline for written Requests for Clarification	May 15, 2023 (2 p.m.)
Proposal Due Date:	May 26, 2023 (2 p.m.)
Public Bid Opening:	May 26, 2023 (2 p.m.)
Commencement of Contract:	Upon bid approval by BoE
Board Approval Process:	New Business: June 12, 2023 Old Business: June 26, 2023

Proposer Name: _____ Email Address: _____
Phone Number: _____

PROPOSER READ AND COMPLETE

The undersigned certifies that he/she offers to furnish the materials and services in strict accordance with the requirements of this proposal and that the prices submitted are correct.

Company Name: _____ Federal ID # _____

Print Name and Title: _____

Signature

Date

I. OVERVIEW

1.1. PURPOSE

The purpose of the Request for Proposals (“RFP”) is for Wayland Union Schools District (collectively the “School District” or “Owner”) to obtain proposals from qualified Vendors to provide Fitness Center equipment as listed below. RFP must include equipment, delivery, install, and all such expenses as to leave the Fitness Center ready to operate.

Description	Total Number
Double Half Racks	8 (16 lifting Stations)
Adjustable Benches	16
Top Beam Rack Connector	6
TRX Pro suspension Kit	6
Goat Attachment	8
Single Utility Roller	16
Dip Attachment	8
Olympic Bar 45lbs	16
Marrs Bar(safety Squat)	8
Hex Bar	8
Hex Bar Storage	8
Competition Bumper Plate 45lb	48
Competition Bumper Plate 25lb	32
Competition Bumper Plate 10lb	16
Bumper Plate Storage	8
Dumbbell Set	1 set
Dumbbell Storage	1
Glute Ham roller	8
Functional Training Med Ball	4 - 8lb 4 -10lb -4 -12lb 4 - 15lb (16 total)
Turf down the center	30 yards long x 4 wide
Cable Row/pull-down machine	8
Weight collars	16 pairs
Resistance Bands	16 light 16 Medium 16 Heavy
Weight Sled	4
Floor Logo Stamp for clean/deadlift	16

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 25, 2023
<u>Mandatory</u> pre-bid Meeting	May 5, 2023 (9 a.m.)
Deadline for written Requests for Clarifications	May 15, 2023 (2 p.m.)
DUE DATE FOR PROPOSALS	May 26, 2023 (2 p.m.)
Public Bid Opening	May 26, 2023 (2 p.m.)
First BoE meeting (present)	June 12, 2023
Second BoE meeting (final approval)	June 26, 2023
Commencement of Contract	July 1, 2023

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.

1.3. EXAMINATION OF SITE

The bidder shall be held to have examined the premises and site so as to compare themselves with the mandatory pre-bid meeting and specifications, and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels, and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner’s operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to the Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the bidder, or on account of interference by the Owner’s or other Contractor’s activities. It shall be expressly understood that the Owner’s operations will take precedence over any other activity.

1.4. PRE-BID CONFERENCE – Mandatory

A. A mandatory pre-bid meeting is scheduled as follows to review the specifications and expectations of the contracted services.

May 5, 2023 @ 9 a.m.
Wayland Union Schools
Wayland Union High School
870 E. Superior Street
Wayland, MI 49348
269-792-2254

Attendance at the pre-bid meeting is required in order to submit a bid proposal for these services.

- B. Responses to questions and request for clarifications will be made by addenda only after the pre-bid conference if required. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the Owner.

1.5. POST-BID INFORMATION

- A. After the bids are received, tabulated, and evaluated by the Owner, the apparent lowest bidder(s) shall meet with the Owner at a post-bid meeting, if requested by Owner, for the purpose of determining any contract overlaps or omissions, and shall provide the following information:
 - 1) Designation of the work to be performed by the bidder with his/her own forces, and that to be contracted.
 - 2) Complete detailed cost breakdown including manpower requirements and costs associated with work activities.
- B. The bidder is required to submit information regarding the names and backgrounds of employees working at the sites(s) during regular student scheduled days.
- C. The contract, once awarded, cannot be sub-contracted without acknowledgement and written approval from the Owner.
- D. Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, delivery and/or completion time, quality, past performance, and references.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

May 26, 2023 at 2 p.m. EST (the “Due Date”)

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

SEALED PROPOSAL ENCLOSED
Fitness Center Equipment as Listed Above in RFP#WUS 2024-01
[Contractor’s Name]
[Contractor’s Address]
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follow:

WAYLAND UNION SCHOOLS
Attention: Assistant Superintendent of Finance & Operations
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. All equipment/machinery shall be operated by trained and qualified personnel.
- 2.1.5. 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 at the end of every day to include: clean-up of tools, equipment, debris, and/or oil spillage from pavement caused by their vehicle to the complete satisfaction of the Owner. They shall not receive monthly payment for services until the necessary clean-up is completed.
- 2.1.6. 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. The Contractor is responsible for immediately contacting the Owner's representative.
- 2.1.7. Each contractor must submit with the proposal satisfactory and substantial evidence of Fitness Center Equipment if during bid review there is question regarding such – referrals may be required.

2.2. **SPECIFICATIONS**

- 2.2.1. **Scope of Work**: The Contractor shall provide all personnel and equipment required to perform the services for the district as stated in this RFP.
 - 1) Bids are to be submitted for the project as a whole. If an item is not available as listed, please state on the pricing proposal. A substitute may be submitted in its place.
- 2.2.2. **General Conditions**: Contractor must provide labor and materials necessary to supply, install, and ensure operation of Fitness Center items as listed.
 - 1) The Owner reserves the right to determine the start date of the project based on conversations with the chosen Contractor.
 - 2) All employees working for the Contractor must wear company shirts at all times while on district property unless granted an exception by the Owner's representative.
 - 3) Smoking is illegal and not permitted on school grounds. The Contractor shall ensure all employees observe this law.
 - 4) The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies, or any other occasion that may arise. A cellular phone number of the person responsible for managing this contract must be provided on the bid proposal form.

- 5) The Contractor shall provide any and all tools/supplies as needed to fully complete the RFP work.
- 2.2.3. **Equipment**: All equipment, supplied as a result of winning the project, must be new at time of install.
- 1) All equipment necessary to complete the project will be part of the RFP price and provided by the Contractor awarded the bid. .
- 2.2.4. **Term**: The Contractor shall render Services pursuant to this RFP commencing as agreed to in post-bid meeting process with the Buildings and Grounds Supervisor.
- 2.3. **Sole Bidder**: If only one bid is received in response to the Invitation to Bid, a detailed cost proposal will be requested of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable. The Owner reserves the right to cancel the bid if there is only one bid received. The Owner's decision will be final.
- 2.4. **Invoicing and Payment**: Payment will be processed within thirty (30) days of receipt of invoice, assuming no discrepancies exist, after approval of request for payment. All invoices shall have invoice numbers printed on them. Payment will be made to Contractor via credit card (preferred) or EFT. Invoices for services rendered during the month of June must be submitted by July 15th of each year. By entering into contract the Contractor agrees that invoices not submitted as indicated above will not be paid. The district will pay for materials upon arrival to site(s). Additional invoices will be for work as completed to-date.
- 2.5. **Project Coordination**: The Contractor's School District liaison is the Buildings and Grounds Supervisor.
- 2.6. **Noise Ordinances**: All service must be in compliance with the City of Wayland's noise ordinances (for buildings in the City limits).

CONTRACTUAL OBLIGATIONS

III. **FORM OF CONTRACT**

- 3.1. **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.

- 3.2. **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.**
- 3.3. **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.**
- 3.4. **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.
- 3.5. **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.
- 3.6. **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.

- 3.7. **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.
- 3.8. **Pricing:** Prices quoted are to be F.O.B. to the School District. All purchases shall be net; including all supplies, transportation, insurance, and delivery charges fully prepaid by the successful Contractor for destinations and scope of work as indicated in the Proposal.
- 3.9. **Bid Security:** Bid security will **not** be required on this project.
- 3.10. **Performance and Payment Bond:** Performance and payment bonds will **not** be required on this project.
- 3.11. **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.

- 3.12. Workmanship/Inspection:** Performance will be evaluated based upon the expectation of a neat, professional looking appearance of the grounds. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items required for completion of services as outlined in the RFP. All work shall be executed by personnel skilled in their respective lines of work. The Owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.
- 3.13. 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.** 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 to include:
- 1)** Worker's Compensation and Employers' Liability Insurance covering your statutory obligations in the State of Michigan.
 - 2)** Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
 - 3)** Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury, XCU (explosion, collapse, and underground), independent contractors, contractual, and products-completed operations with limits of liability as follows:

- a. If your policy is written on the 1986 ISO Simplified form:
 - \$1,000,000 Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Product-Completed Operations Aggregate
 - b. If your policy's general aggregate is per-job, then a \$1,000,000 limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
- 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**.