

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



REQUEST FOR PROPOSALS
For
Cafeteria Tables – Baker Elementary
(#2022-0901)

Open Date:	September 1, 2022
Pre-Bid:	None
Submittal Deadline:	September 22, 2022 – 2 p.m.
To Begin:	N/A

I. **OVERVIEW**

1.1. **PURPOSE**

Cafeteria Tables – Baker Elementary (#2022-0901)

The Board of Education of Wayland Union Schools is seeking bids for 15 NPS Mobile Cafeteria Tables as specified below:

Product Specifications

Cafeteria Tables:

**15 NPS Mobile Cafeteria Table – 30” W x 10’ L – 12 Stools
(National Public Seating NPS-MTS10) – Grey Table Tops – Green Stool Tops – Particleboard, T-Molding & Powder Coated Frame.
No Substitutions**

Documentation

Vendor billings shall reflect the Wayland Union Schools RFP pricing. Any adjustments must be clearly notated and preapproved prior to shipping.

Hours of Operation

Delivery must be coordinated with the Buildings and Grounds Supervisor (huyckj@waylandunion.org).
Delivery to: 324 W. Sycamore Street, Wayland, MI 49348 269-792-2012
Between the hours of 7 a.m. – 1 p.m. Monday - Friday
Loading dock is available.

Miscellaneous

The successful bidder must comply with all applicable laws, ordinances, and the rules and regulations of all governing authorities having jurisdiction over the cafeteria tables located in a school building.

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:	September 1, 2022
Pre-Bid (Meet at High School-Main Office):	None
Deadline for written Requests for Clarifications	None
DUE DATE FOR PROPOSALS	September 22, 2022
Public Bid Opening	September, 2022 (2 p.m.)
Board of Education 1 st Review	October 10, 2022
Commencement of Contract	October 25, 2022

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:

September 22, 2022 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
Cafeteria Tables – Baker Elementary (#2022-0901)

[Contractor’s Name]

[Contractor’s Email]

[Contractor’s Address]

[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follows:

WAYLAND UNION SCHOOLS

Attention: Patricia A. Velie

850 E. Superior Street

Wayland, MI 49348

You may also submit your bid through email: veliep@waylandunion.org
Use the same subject line: Cafeteria Tables – Baker Elementary (#2022-0901)

- 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 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:** None required.
- 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 **None (0 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: **Cafeteria Tables – Baker Elementary (#2022-0901)**) for Clarification. 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, or employees, 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**: No Bid Security is required.
- 2.2. **Performance and Payment Bond**: No Performance and Payment Bond is required.
- 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 – If requested.
- 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. See 4.2.4. for coverage expectations.
- 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. **SPECIFICATIONS**

- 2.4.1. **Scope of Work:** Cafeteria table pricing for product as requested.
- 2.4.2. **Term:** The Contractor shall render pricing that is inclusive of all fees.
- 2.4.3. **Invoicing and Payment:** The Contractor shall send invoices to the District for the full amount upon delivery.
- 2.4.4. **Project Coordination:** Please work closely with Buildings and Grounds Supervisor for delivery.
- 2.4.5. **Noise Ordinances:** None

III. **CONTRACTUAL OBLIGATIONS**

3.1. **FORM OF CONTRACT**

3.1.1. **Form of Contract: – N/A**

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

3.1.1.3 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.

3.1.1.4 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.

3.1.1.5 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.

3.1.1.6 Pricing: Per the RFP response.

3.1.1.7 Taxes: The School District is exempt from taxes. Documentation will be provided to the awarded vendor.

3.1.1.8 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. References may be required if vendor is unknown 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.

- 4.2.3. A completed Familial Disclosure Affidavit for each participating School District, which are attached hereto as **ATTACHMENT B**.
- 4.2.4. A completed Iran Sanctions Act Affidavit of Compliance for each participating School District, which are attached hereto as **ATTACHMENT C**.
- 4.2.5. 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.
- 4.2.6. The term of this agreement will begin immediately upon selection, approval and execution of the contract.
- 4.2.7. 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.

ATTACHMENT A

CAFETERIA TABLES – BAKER ELEMENTARY (2022-0901)

**15 NPS Mobile Cafeteria Table – 30” W x 10’ L – 12 Stools
(National Public Seating NPS-MTS10) – Grey Table Tops – Green Stool Tops – Particleboard, T-
Molding & Powder Coated Frame.
No Substitutions**

VENDOR BID PRICING SHEET

Please submit the following information:

Pricing for 15 tables to include all fees/shipping: _____

Vendor Name: _____

Vendor Address: _____

Vendor Email: _____

Vendor Phone: _____

Vendor Signature: _____

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: _____

