

Wayland Union Schools

850 E. Superior Street
Wayland, MI 49348



REQUEST FOR PROPOSALS For

Powerheart G5 Plus Fully Automated External Defibrillator (AED)
RFP #WUS 2020/21-2

Open Date:	December 11, 2020
Proposal Due Date:	January 7, 2021 – 2 p.m.
Commencement of Contract:	Upon award
Contract End Date:	N/A

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 contractors for replacement of the District’s **20** current G3 AEDs with **Powerheart G5 Plus Fully –Automatic Defibrillator Devices (AEDs)** within the Wayland Union Schools District. Each unit must include new batteries, Adult pads, Pediatric pads, semi-rigid carry case, Cardiac Science Universal AED Ready Kit, shipping/handling, installation, and at minimum factory warranty. All units being replaced must be addressed at their current location(s). See attached worksheet listing location and number at that location.

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	December 11, 2020
Deadline for written Requests for Clarifications	December 23, 2021 (2 p.m.)
DUE DATE FOR PROPOSALS	January 7, 2021 (2 p.m.)
Public Bid Opening	January 7, 2021 (2 p.m.)
via Zoom – Please request invite (veliep@waylandunion.org)	
Commencement of Contract	Upon award of contract

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(s) so as to compare themselves with the contract drawings, and/or photographs, 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. None
- B. Responses to questions and request for clarifications will be made by addenda. 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. If applicable, the bidder is required to submit information regarding the names and backgrounds of the bidder's equipment operators and responsible company officials, if requested, and establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to deliver the services described in the contract documents.
- C. The Owner reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.
- 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, available equipment, and references.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

January 7, 2021 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
Automatic Defibrillator Devices (AEDs) [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. **Signed Original Proposal**: Each Proposal must be an original 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 **Wayland Union Schools, 850 E. Superior Street, Wayland, MI 49348** and Due Date stated above via the Zoom platform, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend via the Zoom link. No immediate decision will be rendered.
- 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 **December 23, 2020 (4 p.m.)**. Request for Clarification and inquiries must be made via email. All Requests for Clarification must be directed to the Assistant Superintendent of Finance and Operations, Wayland Union Schools, at veliep@waylandunion.org (Subject Line: Powerheart G5 Plus Fully Automatic Defibrillator Devices (AEDs) 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. 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 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 similar services, as asked for in this RFP, 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. **Include** with RFP proposal proof of current State of Michigan business licensing.
- 2.2.6. A completed Proposal Pricing Form provided as **ATTACHMENT A**.
- 2.2.7. A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.
- 2.2.8. A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.

2.3. **CONTRACTOR RESPONSIBILITIES**

- 2.3.1. The bidder shall be responsible for making site visitations. 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. Current AEDs are housed in wall mounted cases with the exception of the mobile device utilized by the athletic trainer.

- 2.3.2. 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.
- 2.3.3. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time. The safety of the Contractor's employees and the district's students, staff, and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for aware of a contract.
- 2.3.4. All machinery shall be operated by trained and qualified personnel.
- 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 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.
- 2.3.6. Contractor shall be responsible for any and all damages to existing building, grounds, curbs, etc. 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.

2.4. SPECIFICATIONS

- 2.4.1. **Scope of Work:** The Contractor shall provide all personnel and equipment required to perform the installation of: Powerheart G5 Plus Fully Automatic Defibrillator Devices (AEDs) for the district.
- 2.4.2. **General Conditions:** : Powerheart G5 Plus Fully Automatic Defibrillator Devices (AEDs) - additional services or operations shall be negotiated on an as needed basis (or as specified) and approved in advance. Non-approved work will not be paid for. Bid prices for some services shall be provided as requested on the Bid Proposal Form.
- 2.4.3. **Term:** The Contractor shall render Services pursuant to this RFP as agreed upon when contract is awarded.
- 2.5. **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.
- 2.6. **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 and be detailed by school and entry as detailed in the RFP. Payment will be made to Contractor via credit card (preferred) or

ACH. By entering into contract the Contractor agrees that invoices not submitted as indicated above will not be paid.

- 2.7. **Project Coordination:** Powerheart G5 Plus Fully Automatic Defibrillator Devices (AEDs) purchase and installation shall be coordinated with the Building and Grounds Department and the Security Department.
- 2.8. **Subs to the Approved Contractor:** Should work be subbed out to a sub-contractor, the sub-contractor must be approved by the school district in writing, with no less than a 30-day notice to the school district.
- 2.9. **Noise Ordinances:** All service must be in compliance with the City of Wayland's noise ordinances (for buildings in the City limits), and Dorr Township (for Dorr Elementary).

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 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.
- 3.7. **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, installation, and delivery charges fully prepaid by the successful Contractor for destinations and scope of work as indicated in the Proposal.

- 3.9. **Performance and Payment Bond:** Performance and payment bonds will **not** be required on this project.

- 3.10. **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.

- 3.11. **Workmanship/Inspection:** Performance will be evaluated based upon the expectation of purchase/installation of 20 Powerheart G5 Plus Fully Automatic Defibrillator Devices (AEDs). 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.

- 3.12. **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 deemed 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 coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 4.2.5.** Evidence of the Contractor's ability to provide said services through the appropriate State of Michigan licensing standards. Copy of the current license must be provided to the Owner.
- 4.2.6.** A completed Familial Disclosure Affidavit for each participating School District, which are attached hereto as **ATTACHMENT B**.
- 4.2.7.** A completed Iran Sanctions Act Affidavit of Compliance for each participating School District, which are attached hereto as **ATTACHMENT C**.
- 4.2.8.** A copy of the contract is attached hereto as **ATTACHMENT D**.

ATTACHMENT A

Wayland Union Schools

REQUEST FOR PROPOSALS

For

Powerheart G5 Plus Fully –Automatic Defibrillator Devices (AEDs), RFP #WUS 2020/21-1

PROPOSAL PRICING FORM

CONTRACTOR INFORMATION:

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

E. 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 to one (1) or more Contractors in 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 and that the corporation is organized and existing under the laws of the State of Michigan.

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

Name of Contractor: _____

Signature/Principal: _____

Printed Name: _____

Date: _____

References: (Three are required)

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Name of Company/District: _____

Contact Person: _____ Phone No: _____

Email Address: _____

Powerheart G5 Plus Fully –Automatic Defibrillator Devices (AEDs)

Per complete unit minimally as stated/shipped/handled/installed/warranted: _____

Total of 20 complete units minimally as stated/shipped/handled/installed/warranted:

Powerheart G5 Plus Fully –Automatic Defibrillator Devices (AEDs) detail that you would like to add to this questionnaire:

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: _____

CONTRACT (Draft)

This **Powerheart G5 Plus Fully –Automatic Defibrillator Devices (AEDs)**(the “Contract”) is made on ___January 7, 2021___ (“Effective Date”) between **WAYLAND UNION SCHOOLS**, Wayland, Michigan, a Michigan public school district (the “School District”), whose administrative offices are located at 850 E. Superior Street, Wayland, Michigan, 49348, and _____?????? (“Contractor”), whose address is _____?????? to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The School District issued a Request for Proposal (RFP) for **Powerheart G5 Plus Fully –Automatic Defibrillator Devices (AEDs)** dated ___December 11, 2020___, 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 sell and install **Powerheart G5 Plus Fully –Automatic Defibrillator Devices (AEDs)** 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 ___January 7, 2021___, 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.

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) 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.
- (e) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this 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, delivery charges, and installation fully provided by the successful Contractor to destinations indicated in the Proposal.

6. LICENSURE

- (a) State of Michigan business licensure must be current and available to the district/owner at all times.

7. 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 handling 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:

(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: _____