

REQUEST FOR PROPOSAL (RFP)

2024 STANDISH- STERLING - STERLING ELEMENTARY KITCHEN REMODEL PROJECT



*Standish – Sterling
Community Schools
April 1, 2024*



Questions/Communications to:
R.C. Hendrick & Son, Inc.
Daniel J La Pan, AIA
2885 S. Graham Rd.
Saginaw, MI 48609
P: 989.598.5035

STANDISH – STERLING COMMUNITY SCHOOLS

Advertisement for Request for Proposals

Sterling Elementary Kitchen Renovation Project

Proposals for the Sterling Elementary Kitchen Renovation Project will be received by the Standish-Sterling Community School District at the Office of the Superintendent, 3789 Wyatt Rd., Standish, MI 48658 until Tuesday, April 30, 2024 at 3:30 PM. Any proposal received after the designated closing time will be returned unopened.

The purpose of this Request for Proposal is to seek the service of qualified General Contractors to complete the renovation in a timely fashion at the Sterling Elementary building. The proposal is to include the removal of the existing kitchen floor, install new underground plumbing, demo the kitchen hood and coordinate the installation of a new one. To complete the project the contractor must construct a new freezer enclosure.

A pre-bid project review meeting has been planned for Tuesday, April 23, 2024 at 3:30 PM. Although it is not mandatory, it is highly recommended that the site be visited to verify site limitations, layout and exact condition/location of the project.

An original and one (1) copy of the proposal shall be submitted in a sealed envelope addressed to Mr. Darren Kroczaleski, Superintendent and marked Sterling Kitchen Renovation Project.

The School District reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The district further reserves the right to award the contract to that proposer whose proposal best complies with the project requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Darren Kroczaleski
Superintendent

Dated: 1 April 2024

1. INTRODUCTION

1.1 PURPOSE AND GENERAL INFORMATION

The Standish-Sterling Community School District is requesting responses to this Request for Proposal (RFP) to enter into a contract with a General Contractor to renovate its Sterling Elementary Kitchen.

A copy of this RFP can be obtained from www.rhendrick.com. It is incumbent upon Respondents to check the website www.rhendrick.com for additional information and/or addendums. Questions regarding the substance of the RFP or scope of services must be submitted via e-mail to Daniel La Pan, AIA at dan@rhendrick.com the school districts representative on this project. Oral comments are not official responses.

Responses are due prior to the deadline indicated and must be delivered or mailed to Standish-Sterling Community School District, 3789 Wyatt Rd., Standish, MI 48658. **Late responses will not be accepted** – NO EXCEPTIONS.

1.2 DEFINITIONS

In this RFP the following definitions shall apply:

“**District**” means Standish-Sterling Community School District;

“**District Representative**” has the meaning set out in section 1.5;

“**Website**” means www.rhendrick.com

“**Closing Time**” has the meaning set out in section 1.3;

“**Contract**” means a formal written contract between the District and a Preferred Proponent to undertake the Services, the preferred contract form of which is AIA Document A132-2009.

“**Preferred Proponent**” means the Proponent selected by the District to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning of any and all construction and administration work necessary to complete this project;

“**Site**” means the place where the Services are to be performed.

1.3 PROPOSAL SCHEDULE

Closing Time and Address for Proposal Delivery

Proposal must be received by the office of:
Office of the Superintendent
3789 Wyatt Rd.
Standish, MI 48658

Proposal Closing Date and Time: **Tuesday, April 30, 2024 at 3:30 PM** (Local Time).

Submissions by email **will** be accepted. If choosing to submit by email, all required documents must be included. Contact the Districts Representative for the email submittal address.

LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by and delivery, courier or mail service(s) will not be grounds for an extension of the closing time.

1.4 INFORMATION MEETING

A pre-bid meeting has been planned for Tuesday, April 23, 2024 at 3:30 PM. Interested suppliers/contractors are encouraged to attend the site meeting to review the existing conditions. Although it is not mandatory, it is highly recommended that the site be visited to verify site limitations, layout and exact location of the project.

1.5 AMMENDMENTS TO PROPOSALS

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the closing time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided in the original proposals.

All inquiries related to this RFP shall be directed in writing, via e-mail to the person named below (the ‘**District Representative**’). Information obtained from any person or source other than the District Representative may not be relied upon.

District Representative:

Mr. Daniel La Pan, AIA

Phone: 989.598.5035

E-mail: dan@rchendrick.com

Inquiries should be made no later than 3 days before Proposal Closing Time. The District reserves the right not to respond to inquiries made within 3 days of Closing Time.

Inquiries and responses will be recorded and posted on the Website. It is the responsibility of the Proponent to check the Website for Addendums prior to submitting their proposal.

Proponents finding discrepancies or omission in the Contract or RFP or having doubts as to the meaning or intent of any provision should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue an addendum in accordance with section 1.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6 ADDENDA

If the District determines that an amendment is required to this RFP, the District Representative will post a written addendum on the Website at www.rchendrick.com and upon posting will be deemed to form a part of this RFP. No Amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Website.

1.7 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Proponents will be deemed to have carefully examined the RFP, including any attached schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

1.8 STATUS INQUIRIES

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the District Representative.

2. PROPOSAL SUBMISSION FORM AND CONTENTS

2.1 PACKAGE

Proposals shall be in a sealed package, marked on the outside with the Proponent's name and title of the Project.

2.2 FORM OF PROPOSAL

Proponents are to complete the form of Proposal attached as Schedule A.

2.3 SIGNATURE

The legal name of the person or firm submitting the Proposal should be inserted in Schedule A. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- A. If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- B. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (A) above; or;
- C. If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

2.4 ADDITIONAL INFORMATION

The District may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and may make such requests to only selected Proponents. The District may consider such clarifications or additional information in evaluating a Proposal.

2.5 NEGOTIATION OF CONTRACT AND AWARD

If the District selects a Preferred Proponent or Proponents, then it may:

- A. Enter into a Contract with the Preferred Proponent(s); or

- B. Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the District and the Preferred Proponent(s) will finalize the Contract(s); or
- C. If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the preferred Proponent(s) written notice to terminate discussions, in which event the District may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

The District is under no obligation to accept any Proposal submitted. The District reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the District, or cancel the competition at any time without award. Thereafter, the District may issue a new Invitation/Request, sole source or do nothing.

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of the Standish – Sterling Community School District unless otherwise requested by the contractor at the time of submission.

3. GENERAL CONDITIONS

3.1 NO DISTRICT OBLIGATION

This RFP is not a tender and does not commit the District in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

3.2 NO CONTRACT

By submitting a Proposal and participation in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP prior to the signing of a formal written Contract.

3.3 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships that they may have with the District. If requested by the District, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the District's request.

3.4 SOLICITATION OF DISTRICT BOARD MEMBERS

Proponents and their agents will not contact any Board Member of the District or staff with respect to this RFP at any time prior to the award of a contract or the termination of this RFP. The District may reject the proposal of any Proponent that makes any such contact.

3.5 CONFIDENTIALITY

All submissions become the property of the District and will not be returned to the Proponent. The District will hold all submissions in confidence unless otherwise required by law.

4. SCOPE OF SERVICES

- 4.1 The General Contractor and their subcontractors are responsible in obtaining all permits required to comply with this renovation.

The owner is responsible for the removal of all loose equipment prior to the General Contractor taking over the construction area.

The General Contractor (or their subs) shall disconnect the existing freezer and cooler and all plumbing fixtures including kitchen sinks and the dishwasher unit. Remove the hood, freezer, and cooler prior to demolishing the concrete floor.

Remove all concrete floors located in the Kitchen area as indicated on the documents. All existing sewer piping shall be removed in this area and replaced with new PVC piping.

Construct a new enclosure for the freezer unit. Once all under groundwork is completed, a minimum of 4" concrete floor shall be poured throughout, protecting the walls from splatter. Four-inch depressed slabs shall be poured for the installation of the new freezer and cooler. The contractor shall verify and work with the freezer/cooler supplier/installer to ensure a level floor is supplied so a flat transition will be achieved upon completion.

Once the concrete has cured, install new 6" x 6" quarry tiles and base.

Set the hood and install a new stainless-steel finish behind the new cooking line prior to the installation of gas and electrical service lines.

Coordinate with the hood supplier on setting the roofing unit servicing the new vented hood. The plumbing and electrical contractors shall connect gas and electrical services to the new units.

The contractor shall infill/patch and repair any roof openings with approved Duro-Last repair methods.

Paint the interior walls with new epoxy paint and turn the project over to the owner for the installation of its existing kitchen equipment.

The Plumbing and Electrical contractor shall return to insure all connections to the kitchen equipment are working properly and meets code.

This is representative of the Scope of Services needed but does not necessarily cover all items required to complete the entire process. The General Contractor is required to coordinate with all subcontractors and equipment suppliers for a proper renovation.

- 4.2 Contractors will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within ten (10) working days at the expense of the contractor. If damage occurs, the contractor will be liable for such damages.

- 4.3 It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to work; however, in certain aspects, the Contractor is bound to follow the directions of the District Superintendent or appointed designee at the time of repair and/or construction, and that the Contractor is in no respect an agent, servant or employee of the District.
- 4.4 The Contractor's timeliness and delivery of quality products shall be monitored by the District Superintendent or appointed designee. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the District Superintendent or appointed designee, shall do whatever is necessary to perform the work properly at no additional cost to the District. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified.

5. INSURANCE REQUIREMENTS

- 5.1 The selected service provider shall agree to indemnify and hold harmless the District and its officers, agents, and employees for any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts of omissions of the District or its officers, agents, or employees in connection with said contract.
- 5.2 The District will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Michigan, and in amounts meeting or exceeding the amounts listed in Attachment B.
- 5.3 Each proposal that exceeds \$50,000 must be submitted with an attached certified check, money order, or a bid bond from a surety company approved to do business in the State of Michigan, payable to the **Owner** in an amount not less than 5% of the base proposal sum of the work.
- 5.4 Prior to the execution of the contract, furnish Performance and Payment Bonds covering the faithful performance of the contract and the payment of all obligations arising there under. Include cost of bonds in the base proposal. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.
- 5.5 The successful Contractor, within ten (10) days after the contract award, shall furnish the District with proof of insurance as stated in Attachment B.
- 5.6 The District and RC Hendrick shall be named as additional insured on all policies as directed in Attachment B. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the District. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

6. AGREEMENT/EXCEPTIONS

- 6.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
- 6.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the District and the selected Contractor unless and until the District agrees to accept such exceptions.
- 6.3 The selected Contractor must acknowledge and agree that the contract resulting from this RFP include the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the District) which is acceptable to the District and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the District and selected Contractor.
- 6.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.
- 6.5 A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the District.
- 6.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the District, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the District. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

7. PROPOSAL SUBMITTAL

One original plus one (copy) of the entire bid package must be submitted to the District as follows:

Sterling Kitchen Renovation Project
Standish-Sterling Community School District
Office of the Superintendent
3789 Wyatt Rd.
Standish, MI 48658

All proposals must be received prior to, Tuesday, April 30, 2024 at 3:30 PM. Proposals may be mailed or dropped off at the Office of the Superintendent. Proposals must be received in the Superintendents Office for it to be considered in the RFP process.

SCHEDULE A
STANDISH – STERLING COMMUNITY SCHOOLS
2024 STERLING KITCHEN RENOVATION PROJECT
BID FORM

TO: Mr. Darren Kroczaleski, Superintendent
Standish-Sterling Community School District
Standish, MI 48658

Having carefully reviewed the bidding documents described in the RFP and understanding the scope of work involved in the proposed Bid and those that interface with it, we hereby propose to furnish labor, materials, tools, equipment, supervision, insurance and services required for the completion of all work required for the Bid indicated in accordance with the RFP.

GC BASE BID: _____

BIDDERS NAME: _____

ADDENDA:

And having Received and Examined the Following Addenda: (include date for acknowledgement)

Addendum Number _____, dated _____, 2024

Addendum Number _____, dated _____, 2024

SUBSTITUTIONS:

Bidder is cautioned to bid on the "Standards" specified. The following substitutions for the "Standards" specified are listed herein for consideration, and if accepted, the contract sum may be adjusted in accordance with the following:

_____ Add / Deduct \$ _____

_____ Add / Deduct \$ _____

CONTRACT:

The undersigned agrees that the above Base Bid Prices shall hold for 60 days and Alternate Prices for 90 days after receipt of proposals, to accept provisions of "Instructions to Bidders"

IRAN BUSINESS RELATIONSHIP AFFIDAVIT:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

SUBMITTED BY:

Firm Name: _____

Address: _____

Email Address: _____

Signed: _____

Typed Name: _____

Date: _____ Title: _____

Phone: _____ Fax: _____

If bidder is a Corporation, indicate State of Incorporation: _____

If a Partnership, give full names of all Partners: _____

Please submit (1) one original copy and (1) one copy of this proposal. Contractor should retain (1) one copy for your records.

FAMILIAL DISCLOSURE STATEMENT

All bidders must complete the following familial disclosure from in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. The Owner shall not accept a bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

Signature(s): Title: Name of Firm:

STATE OF MICHIGAN
SS COUNTY OF

On this day of _____, 20____,

Said county, personally appeared

before me a Notary Public
in and for ,
agent of the said firm

And acknowledged the same to be his free act and deed as such agent.

Notary Public

