



## **ADVERTISEMENT FOR PROPOSAL**

**PROJECT:** Trix Academy (Trix) Heating System Project

**OWNER:** Trix

**LOCATION:** 20045 Joann Avenue Detroit, MI 48205

**SCOPE OF WORK:** Diagnose, repair and/or replace various heating system functions at Trix.

### **DUE DATE:**

Proposals should be submitted to Sheilene Smith, the Trix Director of Operations, via email at [s.smith@mecc-academies.org](mailto:s.smith@mecc-academies.org). Proposals are to be submitted no later than 4:00 PM, Wednesday, August 31, 2022. Trix will not consider or accept a proposal received after the date and time specified for bid submission.

### **PROPOSAL DOCUMENTS:**

Proposal documents will be available by accessing the following websites: [www.phalenacademies.com](http://www.phalenacademies.com). Any changes and/or addenda to this solicitation will be posted to the website. Bidders are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive.

### **REQUIRED DISCLOSURE STATEMENT:**

In compliance with MCL 380.1267, the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of Trix. The bid shall also be accompanied by a sworn and notarized statement disclosing whether the bidder is an Iran Linked Business in compliance with PA 517 of 2012. The Board shall not accept a bid that does not include these sworn and notarized disclosure items.

### **RIGHTS RESERVED BY THE OWNER:**

Trix reserves the right to waive any irregularities, reject any or all bids, or accept any bid when in the opinion of the Board such action will best serve the District's interest.

**SIGNED:** Sheilene Smith, Trix Director of Operations



## **Trix RFP – Heating System Project**

### **SECTION I: PROPOSAL OVERVIEW**

#### **PURPOSE:**

Trix is accepting emailed proposals for a qualified, reliable vendor to diagnose, repair and/or replace various heating system functions at Trix Academy at 20045 Joann Avenue Detroit, MI 48205 in accordance with the specifications, terms and conditions stated herein.

#### **BACKGROUND INFORMATION:**

Trix Academy is a tuition-free charter school located in Detroit, Michigan managed by Phalen Leadership Academies.

At Trix, all of our students are scholars. We offer a quality education for grades K-8. Join us as we help to fuel our students' dreams with: data driven instruction, brand new state-of-the art technology, and exceptional teachers who truly care about their success.

Our scholars learn robotics and coding; and they participate in daily enrichment courses in arts and humanities.

Our ultimate vision is that our scholars master key academic skills, and demonstrate strong character, as exhibited by: honesty, service to others, a superior work ethic, and a strong vision for and belief in their futures. We believe that with the right education, all children can fulfill their tremendous innate potential.

### **SECTION II: INSTRUCTIONS**

#### **PROPOSALS:**

Trix is accepting proposals for a vendor to serve as Agent of Record and Construction Management in accordance with the attached specifications. The proposal shall be received no later than August 26th, 2022, 4:00 pm, local time via email to Sheilene Smith at [s.smith@mecc-academies.org](mailto:s.smith@mecc-academies.org). It is the sole responsibility of the bidder to ensure their proposal reaches Trix on or before the closing date and hour as indicated. Late proposals will NOT be accepted.



### **RFP CLARIFICATIONS:**

Any and all clarification questions pertaining to this RFP must be submitted in writing via [s.smith@mecc-academies.org](mailto:s.smith@mecc-academies.org). Bidders who do not comply may be disqualified from the proposing process. It is the bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation. Bidders are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive.

### **COMMUNICATION WITH Trix STAFF:**

Any and all communication shall go through the Trix Director of Operations. Failure to comply with this may be grounds for disqualification.

### **EXCEPTIONS:**

Proposals must meet or exceed all specifications herein. Any and all deviations from specifications must be clearly detailed on Attachment A, the Exception to Proposal Form; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Contractor will be held responsible thereof.

### **VOLUNTARY ALTERNATES:**

Base proposals are requested in accordance with the detailed specifications. Voluntary alternates, that in the bidder's judgment will result in an equally satisfactory job and meet the specifications, are allowed, but ONLY if the bidder has submitted a Base proposal. Such alternates are to be described in detail along with the respective pricing to permit proper evaluation.

### **WITHDRAWAL OF PROPOSALS:**

Any bidder may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance for a period of 180 (one hundred eighty) days beyond the proposal opening. The awarded Contractor shall honor the proposal pricing for a period of one hundred eighty (180) days.

### **PROPOSAL FORMS:**

The Bidder must utilize proposal forms, or exact facsimiles, as supplied in the proposal document.



### **BIDDER QUESTIONS:**

Each Bidder is required to respond to the questions where specified. If you would like to attach documentation to support your other answers, please do so. Responses should be concise and stand on their own. The quality of the response to the RFP will be viewed as an example of the Bidder's capabilities.

### **PROPOSAL COSTS:**

Trix shall not be responsible for any cost or expense the Bidder incurs during the preparation or award of this proposal.

### **PROPOSAL ACCEPTANCE/REJECTION:**

The Board of Education reserves the right to accept any item in the proposal; to accept or reject any or all proposals; to waive any informality; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of the district.

### **INTEREST:**

No one from Trix whose salary is payable in whole or in part from the treasury of Trix is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.

### **BIDDER'S RESPONSIBILITY:**

The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the Bidder can furnish the item(s) in complete compliance with the general terms and conditions, specifications and any special provisions.

### **GIFTS, GRATUITIES OR KICKBACKS:**

Acceptance and the offering of gifts, gratuities or kickbacks from Bidders or the Contractor to Trix employees and their family members or the members of the Board are prohibited.



### **VERBAL REPRESENTATIONS:**

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they are made in answer to questions asked by Trix or its representatives and are followed up in writing.

### **SOLE BIDDER:**

If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Trix, will be required 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.

### **BIDDER INTERVIEWS AND DEMONSTRATIONS:**

Trix may, at its option, elect to conduct interviews and/or demonstrations with selected Bidders, or request to visit the Bidder's site for Bidders that are under active consideration. Trix is not required to hold such presentations and is not obligated to provide all Bidders with such an opportunity.

### **MISREPRESENTATIONS:**

If it is discovered, prior to an award, that a proposal contains false, misleading, or otherwise inaccurate information, the proposal will immediately be disqualified. If it is discovered, after a contract has been executed, that the Contractor had provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

### **PROPRIETARY OR CONFIDENTIAL INFORMATION:**

Any proprietary or confidential material (financial statements, etc.) that was submitted by a Bidder and is clearly marked as such will be returned upon request. Marking the entire proposal as confidential will not be accepted or honored. Remaining non- confidential material in the proposal, including proposed costs and compensation, will be maintained for the official files and will be subject to the Freedom of Information Act, MCL 15.231 et. Seq.



#### **OPEN PROCUREMENT:**

Trix reserves the right to accept any item or group of items proposed in any response. Trix reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder's response and will discuss such decisions with all parties involved. Trix reserves the right to negotiate with Bidders regarding variations to the original proposal(s), which may be in the best interest of Trix.

In the event that the Contractor markets materials/products/services that are newer, less expensive, or better suited to the needs of Trix after the date of the contract pursuant to this proposal document, Trix shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials/products/ service, as herein specified. The Contractor shall provide Trix with timely notice of the availability of such newer materials/products/service.

#### **NOTIFICATION OF AWARD:**

Upon approval by the Trix Board, Trix will make available the information regarding the award and the proposal tabulation.

#### **DISCLOSURE STATEMENT:**

In compliance with MCL 380.1267 a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of Trix. Proposals without a sworn and notarized disclosure statement shall not be accepted.

### **SECTION III: GENERAL TERMS & CONDITIONS**

#### **TAXES:**

Trix is not automatically exempt from State of Michigan Sales and Use Taxes. The District must pay these taxes when materials are to be incorporated into realty. Hence, for materials that are permanently attached, built-in, incorporated or otherwise made part of the structure, all applicable taxes shall be paid by the Contractor. Trix is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure.



#### **TERMINATION FOR CONVENIENCE:**

Trix may terminate performance of this contract in whole, or in part if Trix determines that a termination is in Trix's interest, with a 30 "calendar" day written notice. The Contractor, after receipt of a "Notice of Termination," shall stop work on the cancellation date specified in the notice.

Trix will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or Trix may determine the Contractor's cost based on the schedule of values or exact cost of any work performed. The Contractor will not be reimbursed for any anticipated profit.

#### **TERMINATION FOR CAUSE:**

If either party is in default under this contract, it shall have an opportunity to cure the default within 30 "calendar" days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

Trix may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Trix, upon request, with adequate assurances of future performance. In the event of termination for cause, Trix shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to Trix for any and all rights and remedies provided by law. If it is determined that Trix improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

#### **CONFIDENTIALITY:**

The Contractor must ensure that suitable measures will be taken to ensure the confidentiality of Trix's school data.

#### **FREEDOM OF INFORMATION ACT:**

The proposals and supporting materials become the property of Trix and are subject to public access according to the Freedom of Information Act, MCL 15.231 et. Seq.



## **NEWS RELEASES:**

Contractors will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior approval of, and in coordination with, Trix.

## **EXECUTION OF CONTRACT:**

The contract entered into by the parties shall consist of all parts of this Request for Proposal including specifications, drawings if any, including all modifications thereof, any addenda, any questions and corresponding answers, and the proposal submitted by the awarded Contractor; all of which shall be referred to collectively as the Contract Documents. Contractors shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

## **IMMUNITIES:**

This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between Trix and the Contractor is contractual. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Contractor shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal, state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees and shall indemnify and hold Trix harmless for all claims arising under such taxes and fees.

## **SMOKING/ALCOHOL ON SCHOOL PREMISES:**

Smoking, the use of tobacco products or alcohol shall not be permitted on the school property at any time.

## **PERMITS, FEES, LICENSES AND INSPECTIONS:**

Each Bidder shall provide, pay for and coordinate all permits, fees, licenses, inspections and city, county, state, federal and governing authority approvals required for the successful completion of work contained within their proposal and deliver required certificates of inspection and approvals to Trix.





### **PROTECTION OF WORK & PROPERTY:**

The Bidder shall take necessary precautions for the safety of employees performing the work, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Bidders shall erect and properly maintain at all times all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created.

### **NONDISCRIMINATION:**

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and nondiscrimination guidelines and regulations, and covenants that neither the Contractor nor any sub-contractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Trix to revoke and otherwise terminate the contract and all obligations of the School District thereunder.

### **GUARANTEES BY THE CONTRACTOR:**

The Contractor guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless, prior to delivery, material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by a Trix representative. That all materials, products and service offered is standard, new, latest model of regular stock product as required by the specifications; also, that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

### **INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL CONTRACTOR(S):**

Contractor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Trix.

- ❖ Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent Contractors, broad-form property damage, and products and completed operations coverage;



- ❖ Professional Liability Insurance (Errors & Omissions) of one million dollars (\$1,000,000) each occurrence;
- ❖ Workers' Compensation including Employer's Liability Coverage of one hundred thousand dollars (\$100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law;
- ❖ Automobile Liability with limits of one million dollars (\$1,000,000) each occurrence combined with a single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this Paragraph is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Contractor during the term of this Contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Contract.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Sheilene Smith via email at [s.smith@mecc-academies.org](mailto:s.smith@mecc-academies.org). If such insurance is not in force, Trix may, at its option, terminate and cancel the contract.

#### **SEVERABILITY:**

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

#### **Trix's RIGHT TO COMPLETE:**

In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Trix may perform or hire another Contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments. In addition, Trix reserves the right to "contract out" for failed services and charge the Contractor for the services rendered.

#### **ASSIGNMENT OF CONTRACT:**

The Contractor shall not assign, transfer, or dispose of the contract or any part thereof without the written consent of Trix.



#### **GENERAL INDEMNIFICATION AND HOLD HARMLESS:**

Contractor agrees to indemnify, defend and hold harmless Trix, its Board, in their official and individual capacities, employees, agents, Contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of this contract by Contractor; (iii) any breach of any representation or warranty by Contractor under this contract. Trix agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract.

#### **INTELLECTUAL PROPERTY INDEMNIFICATION:**

Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Trix with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Trix, its Board, in their official and individual capacities, employees, agents, Contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Trix arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Trix's use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this contract; provided that Contractor is notified in writing within thirty (30) days from the date Trix knew of such claim. Trix retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Trix in defending itself against such claims.

#### **GOVERNING LAW:**

This Contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Wayne County, Michigan.

**CONFLICT OF INTEREST:**

Trix will not enter into a contract to furnish materials or services to Trix where a board member, administrator, building administrator, or employee involved in the contracting process has a substantial interest in the proposed contract except as provided in §380.634(5) of the Revised School Code. A "substantial conflict of interest" means a conflict of interest on the part of a school board member or Trix administrator in respect to a contract with Trix that is of such substance as to induce action on his or her part to promote the contract for his or her own benefit. Disclosure of all such interests must be made. Every contract entered into by Trix shall contain a provision to the effect that if subsequent to entering into the contract a Trix School Board member, administrator, building administrator or employee involved in the contracting process shall develop a substantial interest in the contract, Trix shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after Trix provides notice of the disqualifying interest.

**MICHIGAN SCHOOL SAFETY LEGISLATION:**

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and subcontractors of any degree, must present themselves for fingerprinting upon execution of this Agreement so that Trix is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. Neither the Contractor nor sub-contractor thereof of any degree shall assign any individual, and Trix shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless Trix specifically approve of the work assignment in writing.

Any personnel of the Contractor or of the sub-contractors thereof of any degree that have been charged with any of the referenced crimes referenced in 2006 PA 680 shall immediately report that circumstance to Trix and shall not be permitted to work in the school of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Trix reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontractor personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Trix's judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a sub-contractor thereof shall be a basis for immediate termination



of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, sub-contractors, suppliers and materialmen of any degree.

In addition to this contract clause, the Contractor shall be obligated to undertake every necessary effort to assist Trix in complying with statutorily required criminal checks and reporting requirements concerning any employees in its employ and sub-contractors of any degree. To the extent applicable law related to criminal checks and reporting requirements is amended, Contractor agrees that it shall fully abide by, comply with and assist Trix with its compliance with such amendments. To that end the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

#### **CONTRACTOR EMPLOYEE PLACEMENT:**

If the contract is determined to be subject to Michigan School Safety Legislation (see #22 above), the Contractor shall supply the Contracting Officer a list of all individuals assigned to each building and their assigned areas of responsibility and this list shall be updated as individuals are hired or terminated.

#### **ENTIRE AGREEMENT:**

This Contract constitutes the entire agreement between Trix and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. This contract may not be modified except in writing signed by both parties.

#### **MODIFICATIONS:**

The Contract may be modified in accordance with the following procedures. In the event that all parties to the Contract agree that such changes would be of a minor and nonmaterial nature, such changes may be affected by a written statement which describes the situation and signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Contract to be of a major or complex nature, then the change shall be by formal amendment of the Contract signed by the parties and made a permanent part of the contract.

#### **IRAN ECONOMIC SANCTIONS ACT:**

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a proposal on a request for proposal with a "public entity" (Trix). The Act also requires that a



person that submits a proposal in response to Trix's request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Trix, and not just to construction projects.

The Act defines an Iran Linked Business as: A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If Trix determines, using credible information available to the public, that a person or entity has submitted a false certification, Trix must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

#### **SECTION IV: SPECIAL TERMS & CONDITIONS**

##### **DOCUMENTATION FOLLOWING AWARD:**

Within ten (10) days after receiving formal notification, the successful Contractor(s) will be required to furnish the following:

- ❖ Insurance Certificates: As required by the General Terms and Conditions of this RFP.
- ❖ Contractor's bonds: As required by Act 213 of 1963.

If the Contractor refuses or fails to submit the insurance certificates and contractor's bonds within the ten (10) day period, Trix will consider the Bidder to have abandoned all rights and interest in the Contract award. Consequently, the proposal bond may be declared forfeited to Trix and the work may be awarded to another Bidder.

#### **SECTION V: SCOPE OF SERVICES**

Trix is seeking bids for a contractor to diagnose, repair and/or replace various heating system functions.

1. Diagnose, repair and/or replace steam radiators and convectors. The radiators/convectors need to be tested for proper operation and repair or replace the leaking coils, valves and steam traps completed to restore proper operations.



2. Locate and repair steam and condensate piping in tunnels. The entire tunnel system needs to be traversed and all leaks and drips identified and repaired to prevent boiler damage.
3. Replace damaged steam heating boiler, boiler feed system, transfer pump and any additional associated equipment.
4. Remove the 2nd floor ceiling mounted furnaces and replace them with new energy efficient rooftop mounted HVAC units.
5. Remove the current gym rooftop HVAC unit and replace it with a new gym rooftop HVAC unit.
6. The Contractors will conduct a pre-bid site visit and gather information for the development of a Work Plan. As part of the Work Plan and construction activities the Contractor will identify and comply with all applicable federal, state, and local statuses. The Contractor will also comply with applicable terms and conditions of the contract.
7. The Contractor will mobilize construction forces necessary to begin the project on a mutually agreed upon start date.
8. The Contractor will arrange for the following as needed:
  - a. A secure staging area for storing equipment, materials, tools, and supplies, as the Contractor shall have sole liability for said items, and
  - b. Access to and provision of utilities as needed for design and construction.
9. The Contractor will immediately notify Trix of any and all issues that may result in a project delay and/or impact work quality or safety.
10. Trix must be informed of and approve all work done by subcontractors; however, Trix will deal only with the Contractor regarding work done and costs incurred by subcontractors.
11. The Contractor will provide all labor, materials, equipment, accessories, etc., required for the heating system project. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
12. All work will be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor will be responsible for obtaining all necessary permits.



13. The Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.
14. The Contractor is responsible for the removal and disposal of parts in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The contractor will recover and dispose of the parts per EPA guidelines.
15. All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
16. All installations will be in accordance with manufacturer's recommendations.
17. The Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to Trix. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state and local statutes and codes. The Contractor will provide Trix with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
18. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn visitors and staff away from work areas. Safety of visitors, staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
19. The Contractor must notify Trix in advance of work that may be disruptive to normal operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with Trix.
20. The Contractor is responsible for providing written documentation to Trix for any work that may affect Trix's warranties or existing equipment (for example: roof penetrations). The written documentation must be provided and approved prior to the commencement of work.
21. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein.





The Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.

22. The Contractor is responsible for the start-up and commissioning of all replaced parts. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, Trix shall not be charged.
23. Warranties for materials, labor, and equipment will be issued in accordance with industry practices.
24. The Contractor will train key Trix staff on operation and general maintenance of all new equipment. Prior to leaving the job site, the Contractor shall provide Trix with all manufacturers' warranty documents upon completion of installation and training.
25. The Contractor will respond to inquiries within twenty-four (24) hours and will service any non-working units on the day of the call during the warranty period. Trix will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
26. Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in Trix's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

## **SECTION VI: PROPOSAL DETAILS**

### **1. KNOWLEDGE, QUALIFICATIONS, AND EXPERTISE:**

Please provide a brief history and overview of your company and its organizational structure, with special emphasis on your understanding of the services required and how your company proposes to fulfill the needs of Trix, including the following information:

- a. Name, mailing address, e-mail address, telephone, and fax number of the contractor
- b. Type of organization (individual, partnership, corporation, or other). If a vendor is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal.



- c. State why your firm is well qualified to provide the requested services to Trix, including the size of the firm, size of the team assigned to Trix, years in commercial HVAC business, and the location of the office(s) from which this work will be performed.
- d. Provide copies of all state, county, and local licenses and/or certificates to verify your firm's qualifications in HVAC maintenance, repair, and installation.
- e. Provide a brief resume or summary of the designated project manager's qualifications, certifications and experience specific to the overall heating system project. Also state the number of projects that will be concurrently overseen by the manager in the stated time frame.
- f. Confirm your adherence to the Scope of Work and provide details of how you plan to meet Trix's needs. Describe the tools, strategies, equipment, and resources you would use to complete our project and service our account both on a routine and on an emergency basis.
- g. Provide specific descriptions of your experience based on the heating system project for other school districts or companies with buildings similar to Trix; include at least three (3) references with contact information,

## **2. PRICING:**

- a. Contractor should submit one total price for the entire project. Contractor should make sure that the total price includes all materials, equipment, labor, permits, and all other goods and/or services necessary to successfully complete the project per the Scope of Work.
- b. List any discounts that may be offered on materials, labor, or other goods and services.

## **3. ANTICIPATED PROJECT SCHEDULE:**

- a. The anticipated project schedule is for construction to begin in the Fall of 2022. Please identify any concerns or reservations your firm may have with this starting time.



#### 4. EVALUATION CRITERIA:

- a. Trix may award a proposal(s) to the most responsive Bidder(s) that best meets the following criteria:

Factor	Description	Maximum Points
Vendor's Experience & Reputation	I. The vendor demonstrated competence and experience with similar school districts and/or public sector entities (10 points) II. The vendor's awareness of and demonstration of effective strategies to address present and forecasted issues that will impact the school (15 points) III. The vendor employs women and/or minorities in their firm. (5 points)	30
Qualification of Personnel Assigned	I. Qualification of vendor's team, including education and experience (15 points)	15
Technical Expertise and Delivery of Services	I. The vendor has the proper technical expertise to provide these services as evidence by past success in engaging in these techniques with other schools (5 points) II. The vendor has geographical proximity to the school (5 points)	10
Quality of Services Provided	I. The soundness of the vendor's approach to providing requested services (10 points) II. The vendor's ability to effectively provide requested services while minimizing costs and vendor's demonstration of the incorporation of technology and management services (5 points)	15
Prior Experience With School/Management Company	I. The vendor has prior work experience with the school and/or management company. (10 points)	10
Overall Proposal Quality	I. The vendor's proposal overall completeness and quality. (10 points)	10
Cost	I. Cost of services requested (10 points)	10
	<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>



## **SECTION VII: PRICING**

### **Project Cost:**

1. Provide complete project cost by line in quote form. At a minimum it needs to include:
  - a. Item/Task
  - b. Material Costs
  - c. Labor Cost
  - d. Other Costs
  - e. Grand Total



## **SECTION VIII: NOTARIZED FAMILIAL DISCLOSURE STATEMENT**

*(Return completed and notarized form with bid)*

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of Trix shall be accompanied with the bid. Bids without this disclosure statement will not be accepted.

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

*\*Attach additional pages if necessary to disclose all familial relationships.*

☐ There is no familial relationship that exists between the owner or any employee of the bidder and any member of Hemlock Public Schools Board, or Hemlock Public Schools Superintendent.

The undersigned, the owner or authorized representative of bidder *(insert name)* \_\_\_\_\_ does hereby represent and warrant that the disclosure statements herein contained are true.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Bidder Representative

\_\_\_\_\_  
Title

## **MICHIGAN NOTARY ACKNOWLEDGEMENT**

State of Michigan

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ [date]  
by \_\_\_\_\_ [name of notary].

Notary Public Signature: \_\_\_\_\_

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

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

My Commission Expires: \_\_\_\_\_



## **SECTION IX: EXCEPTION TO PROPOSAL FORM**

*Add documentation if applicable.*

## **SECTION X: BIDDER INFORMATION FORM**



A. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

B. Business Structure: Corporation ( ) Partnership ( ) Sole Proprietor ( )

C. Number of years in business as the company named above \_\_\_\_\_

D. Geographical area of operations for your firm \_\_\_\_\_

E. Attach business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from your company in the past year, preferably school districts or intermediate school districts.

#### Supplier Authorization

The undersigned certifies that the proposal submitted meets or exceeds all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms specified by the bidder are true and accurate.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Legal Name of the Company

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

#### **SECTION XI: IRAN ECONOMIC SANCTIONS**



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

The undersigned, the owner or authorized officer of the below-named Contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Hemlock Public Schools' (the "School District") Invitation For Proposal, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Contractor 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 School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to propose on an Invitation For Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

**SECTION XII: BIDDER SUBMITTALS**





**PROPOSAL SUBMITTALS:**

1. The following designated forms and other information shall be submitted in the following order with your proposal:
  - a. SECTION VII: PRICING
  - b. SECTION VIII: NOTARIZED FAMILIAL DISCLOSURE STATEMENT
  - c. SECTION IX: EXCEPTION TO PROPOSAL FORM
  - d. SECTION X: BIDDER INFORMATION FORM
  - e. SECTION XI: IRAN ECONOMIC SANCTIONS
  - f. SECTION XIII: CERTIFICATION

