

**FOREST AREA COMMUNITY SCHOOLS
CONCRETE WALKWAY REPLACEMENT**

REQUEST FOR PROPOSALS ("RFP")

May 9, 2023

I. SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS

The date and time for receipt of Proposals is:

May 31, 2023 at 1 pm

1.1 Proposal Envelope. An opaque, sealed envelope containing your Proposal, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

FOREST AREA COMMUNITY SCHOOLS
RFP FOR CONCRETE WALKWAY REPLACEMENT
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and timely delivered to:

Forest Area Community Schools
Attention: Josh Rothwell, Superintendent
7661 Shippy Road SW
Fife Lake, Michigan 49633

1.2 Late Proposals. Each Proposer is responsible for submission of its Proposal. Proposals or revisions to Proposals received after the date and time specified above will be rejected for consideration by the School District. Any rejected proposals will be returned to the Proposer unopened. The School District is not liable for any delivery or postal delays.

1.3 Original Proposal and Copies. Each Proposal must be an original and hard copy and signed by an authorized member of the Proposer's firm. Oral, telephonic, telegraphic, facsimile, or email Proposals will NOT be accepted. Along with the original, signed Proposal, the Proposer shall also submit two (2) copies of the Proposal.

1.4 Opening of Proposals. The Proposals will be opened at the date and time stated above, by the Superintendent of Schools and/or such other administrator authorized by the Board of Education. No immediate decision will be rendered. Proposals will not be open to the public, nor disclosed to unauthorized persons prior to award of Contract. However, after award of Contract, all Proposals shall be open to public inspection, subject to any continuing disclosure prohibition under Michigan law.

1.5 RFP Clarifications and Addenda.

1.5.1 *Intent to Respond.* Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an "Intent to Respond" to Josh Rothwell at jrothwell@forestarea.org with the subject line "RFP Intent to Respond." The *Intent to Respond* shall include the name of the Proposer, the name of the contact person, and that person's email address. The School District intends to communicate with Proposers via email, including with respect to RFP clarifications and addenda. Those Proposers who fail to properly provide an *Intent to Respond* are not precluded from bidding, however, they will not receive responses to requests for clarification, addenda or other relevant information, and they shall be solely responsible for obtaining any such information in an alternative manner.

1.5.2 *Requests for Clarification.* Proposers must examine this RFP and otherwise satisfy themselves as to the scope of the RFP and their respective responses. After submission of proposals, the School District will not entertain any complaint or claim that the terms of the RFP were misunderstood. Proposers may request clarification of information within the RFP. All such requests should be made in email to Josh Rothwell at the email address given above and with the subject line "Concrete Walkway Replacement RFP Request for Clarification." A written response to all written requests for clarification will be made within five (5) business days after the receipt of such requests. No requests for clarification will be accepted after the close of business six (6) days before the deadline for submission of proposals. The responses to any requests for clarification will be provided to all Proposers who filed an Intent to Respond or are otherwise on record with the School District as having received an RFP.

1.5.3 *Addenda.* If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be emailed to all Proposers who filed an Intent to Respond in accordance with Paragraph 1.5.1 and otherwise available to all Proposers upon an appropriate request. All addenda shall become a part of the RFP. No Addenda shall be issued after the close of business one (1) day before the deadline for submission of proposals. Each Proposer bears responsibility for confirming prior to submitting a Proposal that s/he has received all issued Addenda. To avoid miscommunication, each Proposer should acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.

1.5.4 *Availability.* Copies of this RFP and any associated addenda may be received from the Forest Area Community Schools District Office between the hours of 8 a.m. and 4 p.m., Monday through Friday, subject to office closures, including but not limited to holidays, prior to the time and date specified above for the submission of Proposals.

1.6 RFP/Proposal Information Controlling. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any information that may have been previously provided to, or alternately obtained by, a Proposer. A Proposer noting any inconsistency between the information contained in this RFP and any information previously or alternately obtained should submit a request for clarification. No information communicated verbally or in writing to or from a Proposer shall be effective unless confirmed in writing in this RFP, an addendum to this RFP, a request for clarification response, or other another written response.

1.7 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The School District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the lowest bid. The School District reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal. The School District reserves the right, in its sole discretion (for this provision and for all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the School District on any awarded contract
- Submitting a Proposal determined by the School District to be unreasonable in price
- A Proposal is received by a Proposer determined by the School District not to be a responsible Proposer
- Any other reason deemed relevant by the School District, and which is consistently applied

1.8 Release of Claims. Each Proposer submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

1.9 Proposer Bears Costs of Proposal. A Proposer is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting

a Proposal, in otherwise responding to this RFP, or in any negotiations incidental to its Proposal or this RFP.

1.10 Modification or Withdrawal of Proposals.

1.10.1 Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original proposal sum.

1.10.2 Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

1.11 Collusive Bidding and Relationship Disclosure.

1.11.1 The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

1.11.2 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as **Attachment A**.

1.11.3 The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as **Attachment B**.

1.12 Pre-Bid Walk of Facilities.

1.12.1 The School District will conduct a pre-bid walk of the facilities on **May 24, 2023 at 4 pm**. The Proposer is encouraged to attend the walk-through because *no other walks will be guaranteed*. The Proposer may ask questions about services, facilities, equipment, and the RFP during such walk, answers to which may be given immediately or at a later date in accordance with the process described above. If a Proposer does not attend any such pre-bid walk-through, it shall provide along with its proposal an explanation why the School District should be confident that Proposer understands the scope of work to be provided pursuant to this RFP.

1.12.2 The School District reserves the right to reject the proposal of any Proposer failing to attend any such pre-bid walk and failing otherwise to explain in writing why the Proposer has at least equivalent knowledge of the School District's facilities as other Proposers who attended the walk-through.

II. SELECTION TIMELINE, CRITERIA, AND EVALUATION

2.1 The RFP shall be released and considered on the following schedule:

Release of RFP	May 9, 2023
Mandatory Walk-Through	May 24, 2023 at 3:30 pm
Proposals Due	May 31, 2023 at 1 pm
Contract Award	June 5, 2023
Commencement of Service	June 12, 2023

The School District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers.

2.2 **Proposal Information.** Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Proposer's overall qualifications. Each Proposal shall include the information identified below and any other information required by this RFP but may also include any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

2.2.1 Original bid document and copies as required by Section 1.3.

2.2.2 The Proposal shall include a cover letter, including a brief executive summary, the legal name of the Proposer and a brief statement of its history, and a statement of whether the Proposer is a sole proprietor, a partnership, corporation, or other legal entity. The cover letter shall be on company letterhead and signed by a person authorized to bind the Proposer in contract.

2.2.3 The Proposed Contract Sum shall be identified on, and in compliance with, the Proposal Form attached hereto as **Attachment C**. The Proposed Contract Sum shall be identified as a total dollar amount. Alternates are encouraged (e.g., reduced pricing options, proposed upgrades), but will be considered only if the Proposer is first considered responsive to the pricing requirements identified above.

2.2.3.1 The Proposed Contract Sum shall be identified as a total dollar amount, but the Proposer shall provide an adequate explanation how its costs have been computed.

2.2.4 By submitting a Proposal, each Proposer is attesting to the following: (a) Proposer has read and understands the RFP and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with the

local conditions (e.g., buildings, facilities, demographics) under which the work will be performed, and (c) Proposer's price is based upon materials, personnel, services, and equipment described in the RFP and in accordance with all terms and conditions without exception.

2.2.5 If applicable, the Proposer shall acknowledge in writing all Addenda received and reviewed prior to submission of its Proposal.

2.2.6 The Proposal shall include the number of employees who will be dedicated to the Project, including all applicable licenses and certifications.

2.2.7 The Proposal shall include background information and qualifications of the personnel who will be involved with the School District.

2.2.8 The Proposer shall provide a list of training programs required or otherwise provided by Proposer for its officers and employees, if any.

2.2.9 The Proposer shall describe any safety programs required or otherwise provided by Proposer for its officers and employees, if any.

2.2.10 The Proposal shall include a list of at least three (3) projects of similar size and nature, including: (a) the date of such project, (b) whether the project was for a school, and (c) contact information, including names, addresses, and phone numbers.

2.2.11 The Proposer shall provide evidence of its ability to furnish insurance required by this RFP and its financial stability, including an audited financial report for the three most recent fiscal years.

2.2.12 The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and policies that now or hereafter apply to Michigan public schools and services to be provided.

2.2.13 The Proposal shall include a proposed schedule for the performance of services, which may include the days and times for performance but shall minimally include the number of days required to complete the Project. It is acknowledged and understood that the Project schedule may be modified from time-to-time by the School District.

2.2.14 The Proposer shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five years related to Proposer's provision of services, working conditions, and employment practices. It is not contemplated that workers' compensation or unemployment proceedings be discussed pursuant to this section.

2.2.15 The Proposer shall specifically identify and explain any and all

complaints or requested exceptions to its compliance with the requirements of this RFP (and, if applicable, the proposed form of Contract). **The failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP (and, if applicable, the proposed form of Contract).**

2.3 Evaluation of Proposals. The purpose of this RFP is to consider a contractual relationship with an experienced and qualified entity to provide complete services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. Given the complexity of the services to be provided, every aspect of the operation may not be detailed in this RFP. The Proposer must document their expertise, experience, and approach based on their understanding of the School District's requirements.

2.3.1 The School District shall have the right to take such steps as are necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner in accordance with the RFP. In determining the qualifications and responsibilities of the Proposer, the School District shall take into consideration those criteria listed in Section 2.2 and any other consistently-applied information the School District deems necessary.

2.3.2 The School District reserves the right, but shall not be obligated, to select one or more Proposers for post-Proposal investigation, discussions and/or negotiations, as permitted by law. Such investigations, discussions and negotiations, if they occur, will involve only Proposers who submit Proposals falling within a competitive range to be determined by the School District. Proposals will be generally evaluated based on quality of response to this RFP, apparent capability of Proposer in the areas of management, business stability, performance history, human resources, and cost.

2.3.3 The School District reserves the right to reject any and all Proposals and to waive all informalities and/or technicalities where the best interest of the School District may be served, including the right to award a Contract without further discussion or negotiation, based on the terms of this RFP.

2.4 Contract Award and Requirements.

2.4.1 A Contract may be based on the terms of this RFP and any accepted portions of the selected Proposer's response thereto. The Contract will be in the form attached as **Attachment D**, except that the School District may elect in its sole discretion to further negotiate the terms of same with Proposers whose Proposals fall within a competitive range as determined by the School District, as permitted by law. Whether the Contract is premised on the RFP and accepted portions of the Proposer's response or a separate stand-alone agreement, the governing document shall be referred to herein as the

“Contract.”

2.4.2 The award of a Contract is contingent upon securing an acceptable Proposal, as determined within the School District’s sole discretion. A Contract shall be binding and enforceable only upon the following conditions: (a) successful negotiation of terms in accordance with Section 2.4.1, if applicable, and (b) authorization by the School District’s Board of Education.

2.4.3 The services described in this Contract shall commence on June 19, 2023 and shall be finally and sufficiently completed by August 25, 2023. Once Proposer has begun providing such services, the services shall remain ongoing until completed. The Contract may be terminated upon seven (7) days’ written notice from the School District with or without cause.

2.4.4 Insurance.

2.4.4.1 The Proposer shall insure jointly the liability of itself, the School District, and their duly authorized representatives for damage to property or injury to persons which arise as a result of the Contract and the duties of the Proposer which arise therefrom. Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the School District prior to execution of the Contract. Failure to do so shall be a justifiable basis to act against the Proposer’s bid security.

2.4.4.2 The Proposer shall maintain insurance coverage satisfactory to the School District, including with respect to coverage limits and deductibles, and as set forth below during the term of the Contract. The Proposer shall furnish evidence thereof to the School District not less than thirty (30) calendar days before coverage is required and services are scheduled to begin pursuant to the Contract.

Such evidence shall be in the form of a certificate of insurance, which shall also include a minimum of sixty (60) days notification to certificate holders of cancellation or change in the policy and shall be extended to include the School District as an additional insured. The proposed insurance provider(s) must be recognized to do business in the state.

2.4.4.3 The Proposer shall maintain such public liability insurance that will protect the Proposer from any claims for damages for personal injury, including death, and damage to property that may arise from operations under, related to, or about the Contract.

2.4.4.4 The Proposer shall maintain such workers' compensation insurance as will protect the Proposer from claims that may arise from operations under, related to, or about the Contract.

2.4.4.5 The following types of insurance, limits of liability, and policy extensions are required of the Proposer and (except for limit) all sub-contractors:

Workers Compensation and Employers Liability Insurance

Coverage A – Statutory

Coverage B – \$1,000,000 Per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – including Broad Form Extensions)

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$3,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fire/Legal	\$1,000,000

Comprehensive Automobile Liability Insurance (owned, hired, and non-Owned automobiles)

Bodily & Property Damage \$1,000,000 Combined Single Limit

The Proposer shall not commence work under the Contract until all insurance stated in this RFP is obtained and the School District has reviewed all associated insurance policies.

2.4.5 Any Contract shall incorporate the terms of this RFP and accepted portions of the Proposer's response thereto. As described above, at the School District's option, the Contract will either be premised on (i) this RFP document and accepted responses or (ii) the form of agreement attached as **Attachment D**, if applicable, subject to: (a) the School District's ability, in its sole and absolute discretion, to negotiate the Contract's terms, as permitted by law, and (b) any specific exception to the Contract's terms as identified and explained in writing by the Proposer pursuant to Section 2.2.15. In the event of any inconsistency between any Contract and the RFP and response, the provision that is most favorable to the School District (as determined in the School District's sole discretion) shall govern. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

III. DESCRIPTION OF SERVICES

3.1 Generally. Proposer shall furnish all supplies, materials, delivery, installation, warranties, and other services identified in this RFP and/or any awarded Contract, subject to Section 2.4.2, at least equivalent to the industry standard level of performance and in accordance with promised and otherwise agreed-upon timelines. Proposer shall perform in an expeditious manner, in accordance with industry standards, shall daily clean work areas and dispose of any trash, and shall coordinate with the School District to minimize disruption to its regular operations

3.2 Scope of Work. Proposer shall, during the term of the Contract, be responsible for (i) removing and hauling away damaged concrete at the School District, and (ii) pouring new concrete to replace the existing sidewalk, as described more fully in **Attachment E**, attached hereto. The naming of any given manufacturer and/or model number is not intended to limit bidding, but to establish the level of quality desired for the various required items. Proposers may bid equivalents but shall provide an explanation of how the product is an equivalent, including descriptive literature and samples as applicable, but the School District shall have the final decision regarding equivalent status. The scope of services may change as the Project progresses in the School District's sole discretion.

3.3 Compliance With Law. Proposer and its employees are required to, and shall at all times, comply with any and all standards, regulations, codes and laws of federal, state, and local governments, including but not limited to the handling of materials, licensing and permitting requirements, and any other issues arising out of the services provided pursuant to the Contract. Further, the Proposer and its employees must know and abide by the applicable policies of the School District, including, by way of example only, policies related to sexual harassment and smoking.

3.4 Taxes. The selected Proposer shall be solely responsible for all sales, use, and any other taxes related to the provision of services required by this RFP. It is acknowledged and agreed that the School District is a tax-exempt entity.

3.5 Equipment. Proposer's base bid shall be premised on providing and maintaining all equipment necessary to provide the services required herein.

3.6 Prime Responsibilities. The Proposer assumes responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected Proposer utilizes separate consultants or subcontractors. The selected Proposer shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.7 Project Schedule. Within ten (10) days after receiving notice of award, unless the School District requires a response sooner, the Proposer shall provide a schedule of services to be performed that complies with the timeline for substantial completion identified above. The School District shall review and, if acceptable, approve the schedule of services. Once approved, the schedule shall not be exceeded without the School District's prior written consent, which may be provided or withheld in its sole discretion.

3.8 Performance/Payment Bonds. Prior to commencing services as set forth herein, Proposer shall provide performance and payment bonds, each for 100% of the bid amount, and which shall otherwise comply with the requirements of MCL 129.201, et seq. The cost of performance and payment bonds are deemed included within the bid amount. If the bid amount is less than \$50,000, the School District may reject, in its sole discretion, the Proposer's obligation to provide performance and payment bonds, or may require bonds in an amount less than 100%.

3.9 Compensation.

- 3.9.1 In consideration for services, the School District shall pay to Proposer all sums due and owing and calculated in accordance with the Proposed Contract Sum (as may be modified by negotiation, as permitted by law) and the billing methodology prescribed in the Proposal and accepted by the School District.
- 3.9.2 Proposer shall submit to the School District an invoice for services no more frequently than monthly, seeking payment for services rendered during the preceding month. Statements must provide detail that will allow the School District to verify costs and expenses incurred. The School District shall make payments within thirty (30) days of receiving Proposer's invoice, unless and to the extent the School District reasonably disputes same in good faith.
- 3.9.3 In the event the School District's needs materially change during the term of the Contract and School District desires to alter the base services provided by the Proposer as described in the Contract, including any extensions or renewals thereof, then at the request of either party, the rate(s) of compensation payable under the Contract shall be subject to renegotiation, as permitted by law. Accordingly, the Proposer shall formulate its Proposal with the assumption that, in the event of material changes in needs (including, but not limited to, building reorganization, change in scope, change in timing), the economic terms of the Contract shall be subject to renegotiation and, if the parties are unable to reach agreement on such renegotiation, the School District shall have the option of either continuing the Contract as then applicable or terminating the Contract.
- 3.9.4 The School District reserves the right, prior to an award of Contract, to evaluate and negotiate and/or reject any unit price that is determined by the School District to be unreasonable in amount, as permitted by law.
- 3.9.5 The School District reserves the right to correct mathematical errors in terms, extensions and additions by the Proposer. The School District corrected Proposal sum total shall take precedence over the Proposer's inaccurately computed Proposer sum total.

3.10 Records and Reporting Requirements.

- 3.10.1 The Proposer shall make available at any time to the School District all

drawings, specifications, instruments of service, subcontractor agreements, operating records, or any other document or information that the School District may request. Additionally, the Proposer will provide the data to the School District on final cost reports and other information mutually agreed on by the School District and the Proposer.

3.10.2 The Proposer shall be required to provide the data in order for the School District to file all State of Michigan required reports.

3.11 Termination of Contract.

3.11.1 In addition to any other rights the School District may have, it shall have the right to declare the Proposer in default if:

- 3.11.1.1 Proposer becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;
- 3.11.1.2 Proposer abandons the work;
- 3.11.1.3 Proposer refuses to proceed with the work when and as directed by the School District or fails to correct within a reasonable correction period of not more than seven days any unsatisfactory performance after receiving notice from School District of such unsatisfactory performance;
- 3.11.1.4 Proposer sublets, assigns, transfers, conveys, or otherwise disposes of the agreement other than as herein specified;
- 3.11.1.5 The School District Board of Education determines that Proposer is, or has been willfully or in bad faith, violating any of the provisions of the Contract;
- 3.11.1.6 Any applicable laws have been violated by Proposer or its agents, servants, or employees;
- 3.11.1.7 In the sole determination of School District, Proposer provides its services in a manner that imperils the safety of others; or
- 3.11.1.8 The Proposer's licenses or permits that are legally required to perform service called for by this agreement have been suspended or revoked.

During the course of the Contract, a meeting may be called at any time by the Proposer or the School District to review the quality of the services provided or any other issue that may arise.

3.11.2 The School District shall have the right to terminate the Contract for any or no reason, without penalty, by providing seven (7) days' prior written notice.

3.11.3 In the event of a termination, the Proposer shall be entitled only to compensation for those services properly provided to the date of termination. Proposer shall have no right of any special or consequential damages in the event of such termination.

3.12 Hold Harmless/Indemnification Agreement.

The Proposer shall hold harmless and indemnify the School District and its respective officers, agents, employees and from every claim or demand, including the cost of legal defense, by reason of:

3.12.1 Injury to the Proposer's or School District's respective employees, and any injury to person or property sustained by the Proposer or by any person, firm, or corporation employed directly or indirectly by the Proposer in connection with the Proposer's negligent or wrongful performance under the Contract.

3.12.2 Injury caused by the Proposer's employees and any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the Proposer, by any person, firm, or corporation directly or indirectly employed by the Proposer in connection to the Proposer's negligent or wrongful performance under the Contract.

Attachments to RFP: Attachment A – Familial Disclosure Form
Attachment B – Iran Economic Sanctions Act Certification
Attachment C – Proposal Form
Attachment D – Form of Contract
Attachment E – Project Scope: Concrete Walkway Replacement

Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:

(insert name of affiant)

1. I am a/the:

- President
- Vice-President
- Chief Executive Officer
- Member
- Partner
- Owner
- Other (please specify) _____

of [insert name of contractor], a bidder for concrete walkway replacement services for Forest Area Community Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the concrete walkway replacement services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ____ day of _____, 20____

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

Attachment B – Iran Economic Sanctions Act Certification

I am the _____ (title) of _____ (bidder), or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of concrete walkways replacement services to Forest Area Community Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

Attachment C – Proposal Form

Proposer shall provide necessary information including but not limited to the information below.
Proposer can attach additional pages as necessary to provide additional information or explanation.

Proposer Information:

Name	
Address	
Telephone Number	
Facsimile Number	
Email Address	
Type of Organization	
Date of Incorporation/Organization	

Pricing Terms:

Base Bid

Explanation of Bid Amount:
(If Applicable)

Identify If Proposer Will
Accept Partial Award:

Yes _____ No _____

Alternate No. 1 (Optional):

(plus/minus) \$ _____

Alternate No. 2 (Optional):

(plus/minus) \$ _____

Acknowledgments:

	Yes	No
Original proposal and required number of copies provided?		
All applicable warranties identified?		
Proposer has read RFP Documents and understands project requirements?		
Proposer is familiar with scope of work and related difficulties (if any)?		
Proposer has received all Addenda issued for the project?		
Proposer's bid amount includes all required work, personnel, supplies, materials, equipment, taxes, and other costs described in RFP Documents?		
Proposer agrees to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances, and policies that apply to Michigan public schools?		

Additional Information:Previous Projects (at least three)

Size/Cost/Nature: _____

Date: _____

School Project: ____ Yes ____ No

Contact Information: _____

Size/Cost/Nature: _____

Date: _____

School Project: ____ Yes ____ No

Contact Information: _____

Size/Cost/Nature: _____

Date: _____

School Project: ____ Yes ____ No

Contact Information: _____

Personnel Information and Qualifications

Project Lead: _____

Other Employees: _____

Number of Employees
Dedicated to Project: _____

Schedule

Proposed Schedule/
Days of Performance: _____

Dispute Resolution

List All Prior Legal
Disputes (5 years): _____

List All Contracts
Not Completed: _____

Exceptions

Identify All Exceptions
To RFP Documents: _____

Attachment D – Form of Contract

FORM OF OWNER/CONTRACTOR AGREEMENT

This Agreement (“Agreement”) is made this ___ day of _____, 20__ by and between Forest Area Community Schools, a Michigan general powers school district, organized and operated pursuant to the Michigan Revised School Code, whose address is 7661 Shippy Road SW, Fife Lake, Michigan 49633 (hereinafter referred to as the “District” or "Owner"), and _____, a Michigan _____, whose address is _____ (hereinafter referred to as “Contractor”), for services related to the replacement of existing sidewalks, all in accordance with the terms and conditions herein.

RECITALS

WHEREAS, the District desires to replace existing sidewalks ("Project") and has issued Bidding Documents for such purpose (“Bidding Documents”);

WHEREAS, Contractor is an entity which has represented to have the personnel, expertise, training, capacity and qualifications to perform the Project and has submitted a bid in response to the Bidding Documents;

WHEREAS, the District and Contractor desire to enter into this Agreement to authorize and require the Contractor to perform the Project and any other duties identified herein.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

SECTION 1 – INCORPORATION OF DOCUMENTS

1.1 The Bidding Documents and District-accepted portions of the Contractor’s bid (“Bid”) are incorporated herein by reference as if fully restated herein. In the event of any inconsistency between or among the Bidding Documents, the Bid, this Agreement, or any other contract document (collectively, the "Contract Documents"), the provision that is more beneficial to the Owner (as determined in the Owner's sole discretion) shall be deemed to control.

SECTION 2 – DESCRIPTION OF SERVICES / RELATIONSHIP OF PARTIES

2.1 Contractor shall provide services related to the Project, as described in the Contract Documents identified in Section 1, as required by law, as may otherwise be subsequently agreed to by the parties in writing via amendment (“Services”). Contractor’s Services include those to be performed by Contractor, Contractor’s subcontractors and suppliers, and Contractor’s consultants and agents as enumerated in this Agreement and as reasonably necessary to complete the Project.

2.2 The work to be performed by the Contractor is generally described in the Bidding Documents, as well as all related and incidental services necessary to complete the Project.

2.3 Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Contractor shall perform its responsibilities and services in a manner consistent with applicable industry standards. Contractor shall submit for the Owner's approval a schedule for the performance of Contractor's services which shall not exceed time frames required by the Contract Documents except as such time frames may be properly extended by mutual written agreement of the parties. It is understood and agreed that minimizing disruption to the District's operations is a critical scheduling consideration.

2.4 Contractor's employees assigned to provide Services shall be fully certified, licensed and approved as necessary to lawfully perform the Services. Contractor shall at all times comply with applicable federal, state and local laws, rules, regulations and policies, including but not limited to those applicable to public school projects. In the event of any inconsistency between or among code requirements, regulations, and interpretations, Contractor shall be required to comply with the most-stringent obligation(s). Contractor shall obtain and comply with all necessary permits and permissions to perform the work.

2.5 Contractor shall be responsible for all materials and equipment while in transit and until finally and professionally installed. Contractor further agrees that any equipment installed pursuant to this Agreement shall be new and of good working order. Contractor shall indemnify and hold the Owner harmless from and against any and all claims of whatever kind or nature for damage to property or for personal injury, including death, and from and against any loss or liability in connection therewith, made by anyone arising out of the negligence or willful misconduct of Contractor under this Agreement, either by Contractor, any subcontractor of Contractor, or by anyone directly engaged or employed by Contractor, provided, however that Contractor shall have no liability hereunder, for any such claims, loss or liability to the extent they arise from or relate to the negligence or willful misconduct of the Owner.

2.6 In the performance of Services under this Agreement, Contractor (its agents, subcontractors and employees) shall be regarded at all times as performing services as an independent contractor of the District. Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement.

2.7 Within the meaning of all applicable federal, state and local laws, including but not limited to, employment taxes, income taxes, labor relations acts, employment discrimination laws, minimum wage and overtime laws, and workers' compensation laws (collectively, the "Employment Laws"), Contractor is and shall be deemed to be the sole employer of all personnel used to provide services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"), and its relationship with the Owner shall be deemed to be that of an independent contractor and not that

principal and agent, servant, or employer and employee. As the employer of the Contractor Personnel, Contractor shall: (a) have the power to hire, discipline, recruit, train and terminate Contractor Personnel; (b) instruct the Contractor Personnel on when, where and how to perform their duties; (c) determine the amount of frequency of wage, benefit, salary, bonus and other payments to Contractor Personnel; (d) determine and pay the amount, if any, of reimbursement for business and/or traveling expenses of Contractor Personnel; (e) pay and file with all appropriate governmental entities all necessary payroll information, taxes and deductions, including but not limited to, federal, state and local income taxes, social security taxes, and unemployment taxes; (f) comply with the Employment laws; and (g) pay any and all workers' compensation and other insurance costs and premiums applicable to employers.

2.8 Contractor is expected to coordinate the timing, location, and performance of Services with the District representative and/or any other District administrator identified to the Contractor in writing. The intent of this paragraph is not to direct the Contractor's work, but only to ensure the efficient and smooth performance of same in light of the District's ongoing operations.

SECTION 3 – FEES, INVOICE AND PAYMENT

3.1 In consideration of Services properly provided by Contractor under this Agreement, the District will pay to Contractor _____ Dollars (\$_____). No additional fees, compensation, or costs of any kind shall be paid to Contractor, except and to the extent agreed to by the parties in writing.

3.2 Invoices shall be submitted no more frequently than monthly and shall coincide with the value of work performed. The District will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of receiving the invoice, but in no event shall a payment be made if such payment will result in the Contractor receiving an amount that exceeds the value of services performed to date.

3.3 Without regard to Section 3.2, the District shall be entitled to retain ten percent (10%) of any amounts paid until the Contractor has successfully and finally completed its Services.

SECTION 4 – INDEMNIFICATION AND INSURANCE

4.1 Contractor shall indemnify and hold the District (and its officers, administrators, employees, and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Agreement or the obligation of Contractor or any of its employees or others for whom it is responsible in connection with the performance or non-performance of the Agreement.

4.2 Contractor agrees to procure and maintain insurance coverage in types and amounts reasonably required by the District and in no event less than identified in the Contract Documents. Contractor agrees to provide the District certificates of insurance evidencing such coverage prior to commencing any Services. Insurance shall be obtained and maintained from an insurance company licensed

to sell insurance in the State of Michigan with an A+ A.M. Best rating, or equivalent. Insurance coverage shall not be reduced or eliminated without at least sixty (60) days prior written notice to the District.

4.3 Contractor's insurances shall be obtained prior to the commencement of Services and shall be maintained either: (a) for at least one year following final completion if occurrence-based, and/or (b) for at least six years following final completion if claims-made. The District shall be identified as an additional insured on all applicable insurances.

4.4 If the contract sum identified in Section 3.1 is \$50,000 or more, Contractor shall provide performance and payment bonds in an amount equal to 100% of the contract sum. The bonds shall be provided at no additional cost to the District, with the cost thereof deemed included within the Contractor's bid. If the contract sum identified in Section 3.1 is less than \$50,000, the District may still require the Contractor to provide performance and payment bonds, but the cost thereof shall be deemed an additional reimbursable expense. In all other respects, bonds shall minimally comply with MCL 129.201, et seq.

SECTION 5 – EMPLOYEES AND SUBCONTRACTING

5.1 The District reserves the right to approve the identity of project representatives of the Contractor and any subcontractors. No subcontractor shall be used without the District's prior written approval. The District shall have the right to request removal of any employee of the Contractor or a subcontractor from the project at the District's direction upon 2 weeks' notice, subject to Contractor's status as employer.

5.2 In the performance of the Agreement it may be necessary for Contractor to subcontract part of the work to others. The Contractor will inform the District as to which subcontractors will be used. Subcontractor use shall be subject to the written approval of the District. The Contractor will be fully responsible to the District for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Contractor. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the District. The Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement, or any part thereof, or the Contractor's right, title, or interest in same without the prior written consent of the District. The Contractor shall not assign any of the monies due or to become due and payable under the Agreement without prior written consent of the District.

SECTION 6 – NONDISCRIMINATION

6.1 Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status and other employment matters described by Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352). Breach of this covenant may be regarded as a material breach of the agreement.

SECTION 7 – OWNER’S RIGHT TO CORRECT DEFICIENCIES

7.1 If the Contractor shall neglect to perform the work properly, or should it refuse to remedy any defects in the work due to inferior quality or installation, or should it in any manner fail to perform any provision of the Agreement, the District, after 7 days' notice to the Contractor, may correct such deficiencies at Contractor’s cost and may deduct the cost thereof from any payment due the Contractor. The remedy described in this section is not exclusive and shall have no effect on the Owner’s ability to seek recovery for, among others, breach of contract, breach of warranty, and/or performance bond claims.

SECTION 8 – TIME FOR PERFORMANCE

8.1 Time is of the essence of this Agreement. The Contractor acknowledges and agrees that the performance of Services shall commence on _____, 20____ and shall be finally and sufficiently completed on or before _____, 20____. The District reserves the right to seek damages for any Contractor delays. For any delays caused to the Contractor, the Contractor's sole remedy shall be an extension in the deadline for performance.

SECTION 9 – DISPUTE RESOLUTION

9.1 The parties shall first attempt to resolve disputes informally and, if unsuccessful, through non-binding mediation. Mediation will be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Any claim or dispute not resolved by binding mediation shall be subject to litigation (or, if the parties agree in writing, arbitration).

9.2 A demand for mediation may be filed along with a complaint in litigation or a demand for arbitration, as applicable, but the process of non-binding mediation shall proceed first (so long as permitted by the applicable court or arbitrator). Any demand for mediation filed prior to a complaint in litigation or a demand for arbitration shall toll the statute of limitations for all applicable claims until the mediation process has been completed, successfully or unsuccessfully.

9.3 In the event of any mediation, arbitration or litigation arising out of or relating to this Agreement, Owner reserves the right to require that the mediation, arbitration or litigation, as applicable, be conducted in the general area where the Owner’s principal place of business is located. Any mediation with respect to this Agreement shall be non-binding. Any agreements reached in mediation shall be binding in accordance with law.

9.4 The Owner reserves the right in its discretion to require consolidation or joinder of any dispute arising out of or relating to this Agreement which another mediation, arbitration or litigation involving a person or entity not a party to this Agreement, in the event the Owner believes in its sole discretion that such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

9.5 The Contractor shall include similar dispute resolution provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution between and among the parties to those agreements.

9.6 As a condition precedent to any claim, mediation, arbitration, litigation or other cause of action being brought by the Contractor against the District, the Contractor shall notify the District in writing of any contractual or other dispute within 21 days of the circumstances giving rise to same. The failure to timely provide such notice shall be an irrevocable waiver of any claim or cause of action. Claims and causes of action by the District shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the District be deemed untimely if filed within six (6) years of final completion of the Services.

SECTION 10 – TAXES

10.1 The Contractor acknowledges that the District is a tax-exempt entity and any taxes incurred pursuant to performance of this Agreement, including but not necessarily limited to sales and use taxes, shall be the sole responsibility of Contractor.

SECTION 11 – WARRANTIES

11.1 The Contractor shall provide the following warranties at no additional cost to the Owner: _____.

11.2 In addition to, and not in substitution of, Section 11.1, the Contractor shall assign and forward to the Owner all applicable manufacturers' warranties for any equipment, software or materials relevant to the Project and Services.

SECTION 12 – TERMINATION

12.1 The Owner may terminate this Agreement upon seven (7) calendar days' prior written notice to the Contractor. If the Agreement is terminated prior to completion of the Services, Contractor shall provide a final report based on the value of the Services reasonably and properly performed as of the date of termination, and the Owner shall make payment for all services properly performed prior to termination, but in no event shall such sum exceed the fee described in Section 3.1.

SECTION 13 – CONFIDENTIALITY

13.1 If Contractor receives information of the Owner that is "confidential" or "business proprietary," Contractor shall keep such information strictly confidential and shall not disclose it to any other person except to its employees, those who need to know the content of such information in order to perform services solely for this Project, or its consultants whose contracts include similar restrictions. The parties acknowledge that the Owner cannot provide similar confidentiality protection

due to the applicability of the Michigan Freedom of Information Act and the Michigan Open Meetings Act, among others.

SECTION 14 -- MISCELLANEOUS

14.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

14.2 This Agreement, including all attachments and documents incorporated herein by reference, constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.

14.3 None of the terms and provisions of this Agreement may be modified, waived, or amended in any way except by written amendment, change order, or construction change directive.

14.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.

14.5 This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

14.6 If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

14.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

14.8 As a part of its services, the Contractor shall provide correction period services for twelve (12) months following completion of the Project, meaning the prompt and complete correction of any issues or problems in any manner related to Contractor's services, materials, or performance.

14.9 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

14.10 Contractor shall not be entitled to additional compensation in the event it is necessary to extend the Project completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, site conditions, etc.

14.11 Contractor agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

SECTION 15 – AUTHORIZATION

15.1 The Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the District or Contractor, as is respectively applicable.

FOREST AREA COMMUNITY SCHOOLS,

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment E

The district is looking to replace existing concrete at the Forest Area Middle/High School at 7661 Shippy Rd., SW, Fife Lake, MI 49633. Please attend the walk through on Wednesday, May 24, 2023 at 3:30 pm. District staff will be available to provide a tour of the area requiring replacement so appropriate measurements can be done to provide accurate pricing.