

REQUEST FOR PROPOSAL

RFP 2301

PARKING LOT RECONSTRUCTION AT LAB LOCATED AT 3750 CLEARY DRIVE, HOWELL MI 48843 MICHIGAN INTERNATIONAL PREP SCHOOL

Michigan International Prep School is accepting firm, sealed proposals for Parking Lot Reconstruction in front of the new lab located in Howell, Michigan.

Specifications and proposal forms can be obtained online at <https://www.miprepschool.org/bids-and-invitations/>. From the main page click the “About” section on the main menu, click “Bids & Invitations” and go into the “Current Bids” tab, scroll down to locate and access the bid document.

Your proposal and two copies marked “**RFP 2301 PARKING LOT RECONSTRUCTION**” must be delivered no later than Monday at 1:00 p.m., September 12, 2022, Business Department, Michigan International Prep School, 7034 E Court St Davison, MI 48423 at which time all bids will be publicly opened immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Friday, September 9, 2022 (at no other time prior to the RFP opening will questions/concerns be addressed or accepted) and may be faxed to: 248-928-0471, or emailed as a Word document to: Browne@miprepschool.org.

The contents of RFP and Bidder’s (also referred to as Contractor in these documents) Proposal will become contractual obligations, if a contract ensues. Failure of the Bidder to accept these obligations will result in cancellation of the award. Award of a contract by the District is subject to the Contractor executing a Contract, which shall incorporate the contents of this RFP and the Contractor’s Proposal and final approval if the same by the District’s legal counsel.

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 the board, or the superintendent of the school district. 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 statements.

The Michigan International Prep School Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Business/Purchasing Department
Michigan International Prep School
7034 E Court St Davison, MI 48423

OVERVIEW

This is a Request for Proposal with the primary objective of reconstructing and reinstall 10,203 square feet of deteriorated pavement. There exists approximately one area of repair located throughout the area. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T. With all bond coats and striping included. This will include all excavation that will be needed.

INSTRUCTIONS TO VENDORS

Firm, sealed proposals and two copies, will be received by the Business/Purchasing Department, Michigan International Prep School District, for Parking Lot Reconstruction at the Lab located at 3750 Cleary Dr., Howell, MI 48843 in accordance with the attached specifications.

RECEIPT OF PROPOSALS

Proposals will be submitted only on the forms provided and/or under separate cover as specified, and will be enclosed in a sealed envelope marked with the name of the vendor, the title of the work, the time, place and date due and must be delivered to: Business/Purchasing Department, Michigan International Prep School, 7034 E Court St Davison, MI 48423, no later than 1:00 p.m., Monday, September 12, 2022, at which time all proposals will be publicly opened and immediately thereafter. Proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail proposals are invalid and will not receive consideration.

Proposals will be made in full conformity with all the conditions set forth in the specifications. Proposals will remain firm for a minimum period of 180 days following the date on which the proposals are opened. Any vendor may withdraw their proposal at any time prior to the scheduled time for receipt of proposals.

After proposals are opened, evaluated, and approved, a letter of award confirming acceptance will be sent to the selected vendor. It is the intent to review and award this proposal at the September 13, 2022, Board of Education scheduled meeting.

PRE-PROPOSAL QUESTIONS

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Any questions must be received no later than noon, Friday September 9, 2022, (at no other time prior to the RFP opening will questions/concerns be addressed or accepted) and may be faxed to: 248.928.0471, or emailed as a Word document to: browne@miprepschool.org.

TIMELINE

The district anticipates the following timeline and is prepared to exercise flexibility for the purpose of finding the right fit with a qualified vendor or for other purposes deemed to result in added value to the Professional Office Space Lease

RFP Released Friday, August 26, 2022
Pre-proposal Questions Due Friday, September 9, 2022 @ Noon
Proposals Due Monday, September 12, 2022 @ 1:00 PM
Board Award September 13, 2022

FAMILIAL RELATIONSHIP AND IRAN ECONOMIC SANCTIONS

All vendors submitting proposals must provide and attach both a familial disclosure and an Iran Economic Sanctions form. The proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the vendor submitting a proposal and any member of the Michigan International Prep School Board of Education or the Michigan International Prep School Superintendent. Also, vendors must provide a completed, sworn and notarized Iran Economic Sanctions affidavit. The district will not accept a proposal that does not include both of these sworn and notarized disclosure statements.

OWNER EXPECTATIONS

The Owner is seeking a vendor with experience in providing similar services to other educational institutions. It is anticipated that the selected vendor will have extensive experience.

PROPOSALS

All blank portions of the proposal must be filled in. Each submitted proposal must include the legal name of the vendor and will be signed by the person(s) legally authorized to bind the vendor to a contract. If proposals are submitted by an agent, satisfactory evidence of agency authority is required.

ORAL PRESENTATIONS

Certain selected vendors who submit proposals may be required to make an oral presentation of their proposal to the Owner. These presentations provide an opportunity for the selected vendors to clarify their written proposals and for the Owner to obtain additional information. It is expected that vendors will bring key staff who will work on the project to the presentations.

CONFIDENTIAL INFORMATION

As a public entity, Michigan International Prep School District is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

COMPLIANCE OF AWARDED VENDOR

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the vendor's performance of its obligations under this contract. Prior to the issuance of a purchase order authorizing commencement of this project, and in all cases before beginning work under the contract, the awarded vendor will provide to Michigan International Prep Schools adequate insurance per the requirements stated under Item 1.21.

RIGHT TO REQUEST ADDITIONAL INFORMATION

The Owner reserves the right to request any additional information that might be deemed necessary after the completion of this document.

RIGHT OF REFUSAL

The Board of Education reserves the right to accept or reject any or all proposals, in whole or in part; to award to other than the low vendor; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the owner.

COSTS

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this request for proposal. Fees quoted must remain firm throughout this project except for changes in scope. All scope changes must be approved in writing in advance of the vendor performing the work. Fees quoted must include all expenses for this project.

FEDERAL OR STATE SALES, EXCISE, OR USE TAXES

Michigan International Prep School is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property.

CONTRACT REQUIREMENTS

Michigan International Prep Schools considers this RFP legally binding and will require that this Request for Proposal and the resulting vendor proposal be included as addenda to any subsequent contracts between the vendor and the Owner. It should be understood by the vendor that this means The Michigan International Prep School expects the vendor to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the vendor proposals. Lack of exceptions listed on the "Exceptions to Specifications" form will be considered acceptance of all of the specifications as presented in the RFP.

SURVIVAL CLAUSE

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

INCORPORATION BY REFERENCE

Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

NON-WAIVER OF AGREEMENT RIGHTS

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the vendor by Michigan International Prep School should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither the vendor nor anyone, with whom the vendor shall contract, shall discriminate against any person employed or applying for employment concerning the performance of the vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the vendor of this Agreement.

EFFECT OF REGULATION

Should any local, state, or national regulatory authority having jurisdiction over The Michigan International Prep School District enter a valid and enforceable order upon Michigan International Prep School which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive Michigan International Prep School of a material part of its Agreement with the vendor. In the event this order results in depriving Michigan International Prep School of materials or raising their costs beyond that defined in this Agreement, Michigan International Prep School shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the vendor. Should the Agreement be terminated under such circumstances, Michigan International Prep School shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

INSURANCE AND INDEMNIFICATION

The vendor agrees to indemnify, hold harmless and defend Michigan International Prep School and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of vendor employees or Agents. The promise to indemnify, defend and hold harmless shall not apply to liability which results from the sole negligence or willful misconduct of Michigan International Prep School, its employees or agents. The vendor must provide Michigan International Prep School adequate insurance throughout this project as follows: Satisfactory Workers' Compensation coverage and General Liability and Property Damage Insurance of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in Aggregate must be carried and paid for by vendor who undertakes the work on this contract. Insurance coverage must also include automobile insurance of at least \$1,000,000.00.

In addition, the vendor shall defend, indemnify, and hold harmless Michigan International Prep School from and against the specific claims listed below in this section.

Claims of all governmental authorities for taxes and penalties based upon the Vendor's employment of the individuals providing service to Michigan International Prep School.

Claims by an employee of vendor against Michigan International Prep School for salary, wages, or benefits based upon the period of time employed by vendor.

Claims by an employee of vendor against Michigan International Prep School based upon Workers Compensation laws for an injury suffered while employed by vendor.

Claims by suppliers of goods or services to vendor that such suppliers assert against the Michigan International Prep School

STANDARD FORMS AND CONTRACTS

Any forms and contracts the vendor proposes to include, as part of any agreement resulting from this RFP between the vendor and Michigan International Prep School must be submitted as part of the proposal. Any forms and contracts not submitted as part of the RFP and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

QUALIFICATION

The vendor must certify that they are not disbarred from doing business with the federal government. Registration on www.sam.gov is required.

NON-COLLUSION COVENANT

The vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the vendor agrees that a duly authorized vendor representative will sign a non-collusion affidavit, in a form acceptable to Michigan International Prep School that the Consultant firm has received from Michigan International Prep School no incentive or special payments, or considerations not related to the provision of automation systems and services described in this Agreement.

SPECIAL NOTES

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal. Michigan International Prep School reserves the right to accept the vendor's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

CONTRACT AWARD

It is the intent to award this Request for Proposal at the September 13, 2022 meeting of the Board of Education. After proposals are opened, evaluated and approved by the Board of Education, a letter of award confirming acceptance will be sent to the selected vendor. The contract in support of this award will be in the form of a purchase order mailed to the vendor.

SCOPE

Michigan International Prep School is soliciting proposals from qualified vendors for a parking lot reconstruction located at 3750 Cleary Drive, Howell, Michigan. Reconstructing and reinstall 10,203 square feet of deteriorated pavement. There exists approximately one area of repair located throughout the area. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T, which includes all bonding agents and stripping of the parking lot. This will include all excavation that will be needed.

Selection Process and Proposal Rating Criteria:

The review and selection process will be based on the full description of the nature of services to be performed, experience, qualifications, quality customer service, reliability, and fee structure. Each responsive proposal will be scored on a 100 point scale based on the following factors and criteria:

Location and proximity to client population - 66 points

This criterion considers boundaries within the City of Howell, public transportation access and public parking access.

Cost Reasonableness - 34 points

This criterion includes a review of all costs associated with the Parking Lot.

SPECIFICATIONS

The RFP requires that the proposals must meet the following specifications:

Removal and Replacement of 10,203 Square Feet of deteriorated pavement. There exists approximately one area of repaired located through the area. All repairs must be shaped symmetrically where possible. All repairs must meet MDOT guidelines.

Subgrade an additional 900 square feet and haul off and dispose.

Stripe the parking lot to complete.

DUE: Monday, September 12, 2022 @ 1:00 pm
PROPOSAL: RFP 2301 Parking Lot Reconstruction

PROPOSAL FORM

We propose to professionally reconstruct and reinstall 10,203 square feet of deteriorated pavement. There exists approximately one area of repair located throughout the area. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T. With all bond coats included. This will include all excavation that will be needed.

Michigan International Prep School is soliciting proposals from qualified vendors for installation of reconstructing and reinstall 10,203 square feet of deteriorated pavement. There exists approximately one area of repair located throughout the area. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T. With all bond coats included. This will include all excavation that will be needed. *Cost* _____

BIDDER'S FIRM NAME _____
ADDRESS _____
CITY/STATE _____ ZIP _____
TELEPHONE NUMBER _____ FAX # _____
SIGNED BY _____ TITLE _____
TYPED NAME _____ DATE _____
E-MAIL ADDRESS _____

**SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT FAMILIAR DISCLOSURE
AFFIDAVIT**

The undersigned, the owner or authorized office of the below-named contractor (the ‘Contractor’), pursuant to the familial disclosure requirement provided in Michigan International Prep School Request for Proposals, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Michigan International Prep School or the Michigan International Prep School Superintendent. A list of the School District’s Board of Education Members and its Superintendent may be found at Michigan International Prep School <http://www.miprepschool.org>.

List any Familial Relationships:

Contractor:

Print Name of Contractor _____

By: _____

Its: _____

Subscribed and sworn before me, this___ Seal:
day of_____, 20___, a Notary Public
in and for____County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

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 Company, pursuant to the compliance certification requirement provided in Michigan International Prep School Request For Proposal, the “RFP”, hereby certifies, represents, and warrants that the Company and 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 the Company is awarded a contract by Michigan International Prep School as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company 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 two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Michigan International Prep School investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Contractor:

Print Name of Contractor _____

By: _____

Its: _____

Subscribed and sworn before me, this___ Seal:

day of_, 20___, a Notary Public

in and for___ County, _____

(Signature) NOTARY PUBLIC

My Commission expires _____

Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

BY (SIGNATURE) _____

PRINTED NAME _____

TITLE _____

SIGNED THIS _____ DAY OF _____, 20 ____

E-MAIL ADDRESS _____