



REQUEST FOR PROPOSAL

For

Kitchen Equipment and Installation

(1 Walk-in Freezer Unit)

(June 10, 2024 – July 1st, 2024)

RETURN TO:

Rob Gleeson

Director of Operations

St. Johns Public Schools

District Office

501 W Sickles St

St. Johns, MI 48879

Tele: (989)227-4057

Fax: (989)227-4099

gleesonr@sjredwings.org

Proposals are due by 10:00 AM on July 1st, 2024. Sealed proposals must be submitted in two (2) legible copies. Any proposals arriving after 10:00 AM or in less than two complete copies will be rejected without consideration. Electronic or faxed bids will not be accepted.

ST. JOHNS PUBLIC SCHOOLS
REQUEST FOR PROPOSALS FOR
Kitchen Equipment (1 Walk-in Freezer Units) and Installation

This Request for Proposals (RFP) provides potential applicants with the information to prepare and submit proposals for consideration by St. Johns Public Schools (SJPS) to satisfy the need for the Kitchen Equipment (Exterior Walk-in Freezers) and Installation.

Response Date

In order to be considered, proposals must be received by Rob Gleeson, St. Johns Public Schools, 501 W. Sickles St, St. Johns MI 48879, on or before 10:00 AM on July 1st, 2024. Any proposals arriving later than 10:00 AM on the above date will be rejected. No responsibility will be taken by SJPS for failure of a delivery service to deliver proposals on time, regardless of the reason.

Proposals

Two complete copies of the proposal, including the following forms, must be submitted:

1. Cover Sheet/Applicant Profile
2. Assurances
3. References
4. Insurance Checklist
5. Iran Affidavit
6. Familial Disclosure

Print and return all necessary documents to SJPS. Responses with missing pages will be rejected as incomplete. Applicants should not vellum or spiral bind proposals. The proposals submitted become the property of SJPS. SJPS reserves the right to verify any item that appears inconsistent, unclear or erroneous. Any applicant willingly providing false information, as verified by SJPS, will be immediately disqualified from consideration. Applicants must enter a unit price for every specification in the price list.

An official authorized to bind the applicant to its provisions must sign the proposal. SJPS does not accept any responsibility for accuracy in pricing. Since subcontractor selection is on the Score (price), no changes in pricing can be accepted after the proposal is submitted to SJPS.

Rejection of Proposals

SJPS reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with some or all competing applicants for all or any part of the services described herein. Conditional proposals will not be accepted. However, SJPS reserves the right to waive minor errors or irregularities in the proposals that are submitted.

Site Meeting/Walkthrough Encouraged

A site meeting is encouraged and to be set up with Rob Gleeson, Director of Operations, at SJPS. He is to be contacted directly by phone at (989)227-4057 for the meeting to occur.

Contract Due Date

Successful applicants must have signed contracts and proof of insurance meeting SJPS requirements delivered to SJPS before any work can be awarded.

Inspection and Payment

SJPS reserves the right to withhold payment for individual consumers until a post inspection by SJPS staff is completed. No payment will be made for work until any required inspection and resulting punch list is completed.

Warranty

Contractors will warrant that all materials, work, services and modifications, including, but not limited to, labor and installation, shall be free from defects in material and workmanship for a period of at least one year from the date of completion. All products installed by contractors shall be warranted by contractor to be free from defects in material and workmanship for a period of one year, except that mechanical equipment (stairway elevators, wheelchair lifts and telecabs) shall be warranted by contractor for a period of three years (the longer period being the "Warranty Period"). For all mechanical equipment and products that are major appliances, the contractor will obtain a copy of the manufacturer's and/or seller's warranty that the mechanical equipment and/or product(s) will be free from defects in material and workmanship for a period of at least one year. The written warranty from the manufacturer and/or seller shall be provided to the end user/consumer by the contractor.

Insurance

1. SJPS's insurance requirements for fiscal year 2024-2025 will be substantially as stated below.
2. Before submitting a response to this RFP, an applicant should verify through its insurance carriers that it would be able to obtain the necessary insurance coverage.

3. A successful applicant must provide SJPS with a current COI evidencing compliance with SJPS's insurance requirements within fourteen (14) days of receipt of the award letter from SJPS or its award status will be in jeopardy.

4. An applicant selected to be a provider will be required to provide a current COI evidencing compliance with SJPS's insurance requirements at the time the contract is signed.

5. Insurance Requirements:

Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of the Agreement, the following insurance from companies licensed or approved to do business in the Commonwealth of Michigan, or through a qualified self-insurance program approved or registered by or with the Commonwealth and acceptable to SJPS, in the forms and on the terms and conditions specified herein. All insurance companies must maintain a Best's Insurance Guide rating of at least "A-" and a financial size of at least Class VII for companies licensed in the Commonwealth or Class X for companies approved but unlicensed in the Commonwealth. Except as specifically provided herein, all such insurance shall be written on an occurrence basis.

A. General liability insurance with no self-insured retention, and with no endorsements excluding or limiting coverage, including, but not limited to, contractual liability coverage, naming SJPS and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available. Such coverage shall have limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than \$1,000,000 combined bodily injury and property damage per occurrence and \$2,000,000 per annual aggregate. All such policies shall expressly include coverage for products-completed operations hazard with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The coverage for products-completed operations hazard shall remain in effect for four (4) years following completion of all work contemplated in the Agreement or the period of the warranty for the work, whichever is longer. Applicants shall provide evidence coverage for contractor's pollution and/ or lead paint based risk consistent with the scope of work contemplated, in such amounts as SJPS may reasonably require, whether by endorsement to the required general liability policy or other means acceptable to SJPS.

B. Automobile liability insurance written on the current Insurance Services Office's commercial auto form or its equivalent, with no self-insured retention, naming SJPS and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available, and with limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, covering owned, non- owned and hired vehicles;

C. Workers compensation insurance (with statutory limits of coverage and no deductible) and employers liability insurance (with limits of coverage of not less than \$100,000 per accident, \$100,000 per employee by disease and \$500,000 policy limit by disease and no deductible) endorsed for all states in which work is to be performed under the Agreement (including, without limitation, Michigan);

D. Professional liability insurance naming SJPS and the Commonwealth of Michigan and their directors, officers, employees and agents as additional insureds (except with respect to Health Care Providers under the Medical Care Availability and Reduction of Error (MCARE) Act), with an endorsement stating that the coverage afforded the additional insureds shall be primary and noncontributory to any other coverage available, and with no endorsements excluding or limiting coverage, as follows:

(1) "Participating Health Care Providers" under the MCARE Act must have statutory limits and must participate in the MCARE Fund;

(2) "Non-participating Health Care Providers" under the MCARE Act and other providers of professional services (including, but not limited to, social and legal services providers and those health care providers who are not "Health Care Providers" under the MCARE Act) must have limits of coverage of not less than \$1,000,000 per occurrence and \$2,000,000 per annual aggregate and no-self insured retention.

(3) Professional liability insurance may be written on a claims-made basis, provided, however, that the policy permits Contractor to purchase extended reporting period coverage ("Tail Coverage") upon termination of the policy.

(a) In the event that insurance is written on a claims-made basis, Contractor hereby agrees to maintain, following termination of such coverage or of the Agreement (whichever is earlier), professional liability insurance, covering claims arising out of occurrences during the term of the Agreement, whether by (i) purchasing additional policies of insurance with no exclusion for prior occurrences and the option of purchasing appropriate Tail Coverage, or (ii) purchasing the appropriate Tail Coverage. Tail Coverage for medical professional liability coverage shall be of unlimited duration. All other Tail Coverage shall be maintained for a period of not less than the greater of six (6) years or as required by law, following termination of the Agreement or of such claims-made coverage (whichever is earlier). In no event shall any such Tail Coverage provide limits of coverage lower than the limits of coverage required herein for professional liability.

(b) In the event that Contractor elects to maintain insurance written on a claims-made basis, these undertakings (and the provision of certificates or policies of insurance evidencing compliance with the same, as further specified below) shall survive termination of the Agreement.

E. All-risk or special form property damage insurance, naming SJPS and the Commonwealth of Michigan as additional insureds and loss payees, insuring as they may appear the interests of Contractor, SJPS and the Commonwealth of Michigan in all personal property, fixtures and improvements to real estate funded or supplied by SJPS, whether titled to Contractor or to SJPS. Such coverage shall be written for the full replacement value of the property in question without penalty or deduction for coinsurance or deductible greater than \$500.00, and shall be amended as necessary to reflect changes in inventory.

If Contractor has contracted with SJPS for any prior period(s) and has in force general liability or, if applicable, excess insurance, written on a claims-made basis, covering claims arising in connection with its performance under contract with SJPS during such period(s), Contractor shall maintain said insurance during and for a period of not less than the greater of six (6) years or as required by law, following the term of the Agreement (whether by (i) purchasing additional policies of insurance with no exclusion for prior occurrences and the option of purchasing Tail Coverage, or (ii) purchasing the appropriate Tail Coverage); provided, however, that all other terms and conditions are otherwise met. In the event that Contractor elects to maintain insurance written on a claims-made basis, as provided in this paragraph, this undertaking (and the provision of certificates or policies of insurance evidencing compliance with the same, as further specified below) shall survive termination of the Agreement. Whenever Contractor has insurance written on a claims-made basis, Contractor shall provide SJPS with a copy of the policy's declaration page indicating the retroactive date of the coverage.

Contractor shall provide SJPS with certificates of insurance evidencing compliance with SJPS's insurance requirements prior to performance under the Agreement. All certificates shall evidence the agreement on the part of the insurer to provide SJPS with prior written notice of any non-renewal, cancellation or modification of coverage, or of any impairment greater than \$100,000 of the aggregate insurance available as a result of loss no later than the time period for a notice of cancellation as set forth in the policy. Any language on the certificate which states that the insurer will "endeavor to" mail such notice and any language stating "but failure to do so shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate" shall be deleted.

**ST. JOHNS PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
COVER SHEET/ APPLICANT PROFILE**

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

FEDERAL EIN / TAX IDENTIFICATION NUMBER: _____

DATE OF INCORPORATION / INITIATION: _____

TOTAL STAFF (this business only)

Administrative/Supervisory: _____ Construction: _____ Clerical: _____

TOTAL GROSS SALES: \$_____ Year: _____

Documents: Provide the items listed below with the proposal, if applicable.

_____ Trade license(s) (plumbing, electric, heating)

_____ Contractor license (general or roofing contractor)

_____ Business privilege license (required for all applicants)

_____ MBEC certification (minority, women and disabled businesses)

_____ Michigan Home Improvement Contractor Registration

_____ EPA Lead Repair, Renovation and Painting (RRP) Certification

Has your firm ever contracted with St. Johns Public Schools? If yes, provide projects and dates.

SIGNED: _____ DATE: _____

PRINTED NAME & TITLE:

PROPOSAL FORM
FOR ALL WORK OF ALL TRADES

BIDDING DOCUMENTS DATED:
July 1st, 2024

PROPOSAL DATED: _____

BIDDER:

OWNER:
St. Johns Public Schools
501 West Sickles Street
St. Johns, MI 48879

(Address)

(City) (State) (Zip Code)

(Area Code) (Telephone Number)

Corporation - State of _____ Sole Proprietor _____ Partnership _____

PROJECT: Kitchen Equipment (Walk In Freezer unit) and Installation

The Bidder, in compliance with the Invitation to Bid for the Construction Work on subject project has received and examined the Contract Documents and all conditions regarding the project, and having visited the site of the proposed project, hereby submits to the Owner this proposal, including the following documents: Attachment A – Iran Affidavit & Attachment B – Familial Disclosure, for all labor and materials of all trades for the Project and proposes for a complete and fully functional facility:

1. To hold my bid open for a maximum period of sixty (60) days.
2. To enter into and execute a contract, if awarded on the basis of this proposal, and to furnish guaranty bonds in accordance with the Supplementary General Conditions.
3. To accomplish the work in accordance with all the Contract Documents.
4. To complete the work by the time stipulated in the Proposal Form and under the conditions as outlined in the General and Supplementary General Conditions.
5. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.

BASE BID:

The Bidder, in compliance with the Bidding Documents of the Project, hereby proposes to furnish all labor, materials, supplies and other expenses necessary to construct the project at St. Johns Elementaries (4 buildings) in accordance with the Bidding Documents, for the Total Base Bid Amount of:

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

CONTRACT TIME:

The Bidder hereby agrees to work with the SJPS staff to create an obtainable work schedule dependent districts class schedule and length of time out that the materials are for order. .

EXPERIENCE MODIFICATION RATING (EMR):

List the EMR for your company as determined by your insurance carrier for

the past three (3) years: 2023 _____ 2022 _____

2021 _____

ALLOWANCES:

NA

ADDITIONAL WORK:

Additional Work will not be paid without written authorization from the Owner and Architect prior to the work being executed.

Additional work may be authorized on a lump sum or a cost-plus basis. In computing the charges for the Contractor's overhead and profit, the following shall be used.

For additional work performed by any subcontractor, the sub contractor's fee, including overhead and profit shall be not more than 7.5 percent of the subcontractor's cost of the work.

For additional work performed by subcontractors, the Contractor's fee, including overhead and profit shall be not more than 7.5 percent of the subcontractor's cost.

For additional work self-performed by the Contractor, the fee, including overhead and profit shall be not more than 10 percent of the actual cost of labor and materials. All discounts shall accrue to the Owner. To this sum shall be added the actual cost of insurance and taxes.

ADDENDA:

Receipt of the following Addenda is acknowledged:

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

5% BID SECURITY:

Attached is a certified check, bank draft or bid bond in the amount of:

_____ (\$ _____)

payable to the Owner. It is agreed that the amount of the certified check, bank draft or bid bond shall become the property of the Owner as liquidated damages if the undersigned fails to enter into the contract within ten days from receipt of the notice of award.

ASSURANCES

By the initials of applicant's Authorized Representative next to each statement that follows and their signature below, applicant certifies that:

_____ Applicant is familiar with the contents of this request for proposal and will commit to the resources at the applicant's disposal to assure provision of the services described in the SJPS Request for Proposals for Replacement Windows. Applicant is willing to provide as needed items in addition to those listed in the SJPS Specifications Price List.

_____ Applicant recognizes the need for sensitivity in serving the elderly and people with disabilities and is committed to providing honest, thorough and responsive staff service in order to minimize consumer disruption and upset.

_____ Applicant understands that contracts will be awarded but that the total amount of actual reimbursement will be based on the jobs awarded by SJPS and completed by the applicant.

_____ Applicant recognizes that invoicing will be done in accordance with the specifications set forth in the RFP and that there are different invoicing and payment schedules used by SJPS.

_____ Applicant will carry insurance of the type and in the amounts required by SJPS (and otherwise comply with PSA's insurance requirements) and will provide evidence of such insurance. Applicants will carry such insurance throughout the term of the contract.

_____ Applicant agrees to comply with all the requirements of the EPA Lead Repair, Renovation, and Painting Rule [40 CFR 745] and will submit the EPA Lead RRP certification and training certificates at the time of proposal.

_____ Applicant agrees to provide all services under this RFP in a first class workmanlike manner.

_____ Applicant will warrant all work to be free from defects in material and workmanship for a period of at least one year from the date of completion.

_____ Applicant agrees to maintain and make available, for purposes of SJPS monitoring and audit, documentation to verify service provision as invoiced and reimbursed.

_____ Applicant agrees to submit an annual affirmative action plan and periodic progress reports to SJPS as requested.

Applicant Company Signature of Authorized Representative

REFERENCES

Please provide a minimum of three references (K-12 institutions preferred) where similar work has been completed within the past five years. Indicate name, property address, description of work, monetary value of work, contact person and telephone number for each job.

1. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$_____

2. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$_____

3. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$_____

4. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$_____

5. Name: _____

Address: _____

Phone: Type of Work: _____

Date Completed: _____ Dollar Amount: \$_____

INSURANCE CHECKLIST

to be completed by insurance agent or broker

Carrier

PA Licensed or approved company

Best's rating of at least A-

Financial size of at least Class VII (if licensed) or Class XI (if unlicensed)

General Liability

\$1 million combined minimum bodily injury and property damage per occurrence and \$3 million annual aggregate (umbrella coverage acceptable)

No deductible

SJPS and its directors, officers, employees and agents named as additional insureds

Endorsement stating that coverage afforded additional insureds is non-contributory and primary to any other coverage available

Automobile

\$1 million per occurrence combined single limit (umbrella coverage acceptable)

No self-insured retention

No deductible

Coverage for owned, non-owned and hired vehicles, except for vehicles titled to PCA.

SJPS and its directors, officers, employees and agents named as additional insureds

Endorsement stating that coverage afforded additional insureds is non-contributor and primary to any other coverage available.

Workers Compensation

Statutory limits of coverage

No deductible

Employers liability coverage with limits of not less than \$100,000 per accident, \$100,000 per employee by disease and \$500,000 policy limit by disease.

Endorsed for work to be performed in all states in which work is to be performed, including, without limit.

Professional Liability

Certificate of Insurance

Insurer shall provide SJPS with 30 days written notice prior to any non-renewal, cancellation or modification of coverage or of any impairment of the aggregate insurance available as a result of loss.

No language on certificate stating that insurer will “endeavor to” mail such notice or language stating “but failure to do so shall impose no obligation of liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.”

General Requirements

Insurance written on an occurrence basis.

Please explain areas where the applicant is unable to comply on the reverse side.

Please refer to the “Insurance Requirements” set forth in the RFP for the precise insurance procurement obligations. Nothing contained herein on the “Insurance Checklist” obviates or negates any insurance procurement obligation, nor relieves the contractor from any insurance procurement obligation set forth in the “Insurance Requirements”.

Insurance Company: _____

Agent/Broker Signature: Phone: _____

Print Name: _____

Date: _____

Walk in Freezer Spec Sheet

- *District will provide exterior disconnect to the desired equipment location*
- *Bidder will be responsible for Installation of freezer, cooling equipment and hook ups to the provided district disconnect*
- *Site location*
 - *900 West Townsend Rd. St. Johns MI 48879*
- *On site location will be determined by the district prior to Installation*

Freezer Specifications (or comparable product) - 1 Unit

- *Bally Refrigerated Boxes WALK IN OUTDOOR STRUCTURE: FREEZER or similar unit*
- *Bally Prefabricated Exterior Dimensions: or similar units*
- *10'-7 1/2" Length x 10'-7 1/2" Width x 8'-7" Height*
- *1 Compartment with Floor*
- *Ceiling: Single Span*
- *PANEL THICKNESS: 4" Exterior Vertical Used (7'-10") with 4" Floor, 5" Reinforced Ceiling*

COMMENTS:

- *Floor rated up to 700 psf loads.*

BASE FINISH:

- *Vertical and Ceiling Panels: Embossed Galvalume (26 GA)*

SPECIAL FINISHES:

- *Interior Verticals - Stainless Steel 22 Ga. (Smooth)*
- *Interior Floor - Aluminum Smooth (10 GA .100" Thick)*

- *Interior Ceiling - Stainless Steel 22 Ga. (Smooth)*

DOORS/OPENINGS:

- *1 42" x 78" Hinged Door in a 69" x 94" Panel*

ACCESSORIES AND EXTRAS:

- *22 WA-3 Wall Anchor*
- *Outside Vertical 4"*
- *1 48" LED KEIL 48x754-CL-N Light*
- *- 40° F to 100° F(Range)*
- *Standard Pressure Relief Port (< 400 sq/ft)*
- *44 L/F REB(Reinforced Exterior Bottom)'s*
- *121 S/F Outdoor Membrane Roof*
- *40 mil standard*
- *REFRIGERATION 1 BEZA 030 L8 HT3D (208-230/3/60), Includes defrost contactor for 1 Evap.*
- *1 BLP211LE-S2D SV+ 208-230/1/60 SmartVap+ Electric Defrost with EEV Installed*
- *1 Heated and Insulated Receiver (3 - 7 1/2 HP)*
- *WARRANTY 5 Year Compressor*
- *WARRANTY 5 Yr. System Parts*

St. Johns Public Schools
Kitchen Equipment (Exterior Walk in Freezers) and Installation
Attachment A

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner and or authorized officer of the below named Bidder (the “Bidder”), pursuant to the compliance certification requirement provided in St. Johns Public Schools’ (the “School District”) Request For Proposals for Replacement of the Associated District Signage (the “RFP”), hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Bidder is awarded a contract as a result of the aforementioned RFP, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the 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 bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

BIDDER:

Name of Bidder: _____

Name of Representative: _____

Title: _____

Date: _____

State of: _____

County of: _____

This instrument was acknowledged before me on the ____ day of _____, _____,
by _____.

_____, Notary Public
_____, County, Michigan

My commission expires: ____ / ____ / ____

Acting in the County of: _____

St. Johns Public Schools
Kitchen Equipment (Exterior Walk in Freezers) and Installation
Attachment B

DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

All bidders must complete the following disclosure form in compliance with MCL 380.1267 and attach this information to their proposal. By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between the owner and any employee of the vendor and any member of the District's Board of Education or Superintendent.

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.

The undersigned, the owner or authorized representative of the bidder does hereby represent and warrant that the disclosure statements herein contained are true.

Signature of Bidder Representative: _____

Name: _____

Title: _____

Name of Firm: _____

This instrument was acknowledged before me on the ____ day of _____, _____,
by _____.

_____, Notary Public
_____, County, Michigan

My commission expires: ____ / ____ / ____

Acting in the County of: _____