



**Lapeer Community Schools (LCS)**

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**RFP TITLE: Lapeer High School Walk In Cooler and Walk In Freezer Replacement**

**RFP #: 002-1718**

**DATE OF ISSUANCE: April 6, 2018**

**QUESTIONS DUE: April 20, 2018**

**MANDATORY WALK THROUGH: April 16, 2018 at 2:00 PM EST**  
**Bids will not be accepted if walk through not attended**

**FINAL QUESTIONS DUE: April 20, 2018 at 4:00 PM EST**

**BID DUE DATE: April 27, 2018 at 2:00 PM EST**

**SUBMIT TO: Business Office of Lapeer Community Schools**  
**Administration Services Center**  
**250 Second Street**  
**Lapeer, Michigan 48446**  
**Attn: RFP # 002-1718**

Number of copies required: **(4) marked "Copies", (1) marked "Original", and (1) copy on Portable Thumb drive.** It is recommended that each original and copy have tabs corresponding to the required sections listed in this RFP, as appropriate. **Original and copies are to be submitted in 3-ring binders or binding of some fashion.**

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## Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

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### INTRODUCTION:

The Lapeer Community Schools (the "District") wishes to contract with a firm to provide the *purchase of a walk in Cooler and Walk In Freezer replacement located at 933 South Saginaw Street, Lapeer MI 48446.*

### NOTICE TO VENDORS:

Copies of this RFP #002-1718 for the **Lapeer High School Walk In Cooler and Walk In Freezer Replacement** (this "RFP") may be obtained from the District's website at [www.lapeerschools.org](http://www.lapeerschools.org) under "Administration", "Business, Finance & Operations", "LCS Bids", or from the Business Office, Administrative Services Center, 250 Second Street, Lapeer, MI 48446.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated in whole or part, at the District's sole option, into the contract **Lapeer High School Walk In Cooler and Walk In Freezer Replacement** to be entered into between the District and the successful Vendor (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

## Section 2. TENTATIVE RFP TIMELINE

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<b>Date of Issuance</b>	<b>April 6, 2018</b>
<b>Mandatory Walk Through:</b>	<b>April 16, 2018 at 2:00 PM EST</b> <b>Bids will not be accepted if walk through not attended</b>
<b>Final Questions Due</b>	<b>April 20, 2018 at 4:00 PM EST</b>
<b>Proposals Due in Purchasing Department</b>	<b>April 27, 2018 at 2:00 PM EST</b>

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

### Section 3. INSTRUCTIONS TO VENDORS/GENERAL INFORMATION

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- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Vendor”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include (1) original, (4) copies and (1) electronic Proposal on Portable Thumb Drive.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP #002-1718, Lapeer High School Walk In Cooler and Walk In Freezer Replacement**, along with the firm name and the package shall be addressed to:

**Business Office of Lapeer Community Schools  
Administration Services Center  
250 Second Street  
Lapeer, Michigan 48446  
Attn: RFP # 002-1718**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before **April 27, 2018 at 2:00 PM EST**. Each Proposal will be date and time stamped upon receipt at the front desk. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Vendor is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Michigan. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.
- 3.3 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to **Matthew Miller, [mmiller@lapeerschools.org](mailto:mmiller@lapeerschools.org)**. The subject of the e-mail shall be “QUESTION - RFP #002-1718”. Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on the District’s website at [www.lapeerschools.org](http://www.lapeerschools.org) as addenda no later than three (3) business days prior to the Proposal Due Date.

- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at [www.lapeerschools.org](http://www.lapeerschools.org) under "Administration", "Business, Finance & Operations", "LCS Bids". Interested persons or entities are encouraged to check the District's website frequently for addenda to this RFP. Vendors are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Vendors beyond the posting of addenda on its website.
- 3.6 Awards** – All Proposal selections must be approved by the Board of Education and MDE, if applicable, prior to an award being final. Awards will be made to the responsible Vendor complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Vendor until: **A) such agreement has been duly authorized and approved by the Board of Education; and B) the agreement has been documented in accordance with Michigan Revised 1274 and M. C. L. 18.1263. After approval by the Board of Education, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.**
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.8 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.9 Form of Contract** – The District will issue a purchase order to facilitate payments for the materials and services. The Vendor should indicate the District's Purchase Order number on all invoices.
- 3.10 Preference for Michigan Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Michigan. When they are found in marketable quantities in the State of Michigan, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.

**3.11 Bond** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the Vendor, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Vendor shall excuse the Vendor or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:

- a. Licensed pursuant to the Michigan Insurance Code
- b. Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.
- c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
- d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing Surety Company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
- e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder's rating of "A-" or better and a Financial size category of Class VII or larger.

**3.12 Prevailing Wage (Not applicable)** - Vendor and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment

**3.13 Taxes** – Vendors shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.

**3.14 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has thereto for contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.

**3.15 Purchasing Card ("P Card")** – The Lapeer Community Schools District is now processing vendor payments through a Purchasing Card ("P Card") Program with MasterCard. The "P Card" Program is a more simplified, efficient and cost effective method of remitting payments for approved expenditures. This payment program provides a faster payment to the vendor without the cost of check processing. For purchases of goods and materials, the "P Card" is the LCS preferred method of payment and the District reserves the right to make usage of the "P Card" a requirement. Acceptance of the "P Card" is one of the evaluation criteria that may be used in the review of vendor responses to this RFP (See Section 6.2).

- 3.16 Compensation** – Vendors are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 3.17 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Business Office, 250 Second Street, Lapeer, MI, 48446.

#### **Section 4. QUESTIONS**

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- 4.1** Interested persons or entities may submit **questions in writing** pursuant to the process set forth in Section 3.4 above. Answers to the questions will be posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.2** No communication shall be made with any District employee, other than Matthew Miller, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

#### **Section 5. THE PROPOSAL**

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- 5.1** The Scope of Services for this RFP is set forth in Attachment A.
- 5.2 Part I – Qualifications/Certifications/Resume and Operations Plan**  
The following information must be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications”
- 5.2.1 Vendors should provide detailed information addressing each of the following areas:
- 5.2.1.1 Licensing and certification in the field of the requested services;
- 5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;
- 5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.
- 5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

5.2.2 Please respond briefly, but completely, to the following:

- 5.2.2.1 Person/Entity Name
- 5.2.2.2 Address
- 5.2.2.3 Name and Title of Authorized Representative
- 5.2.2.4 Telephone Number
- 5.2.2.5 Fax Number
- 5.2.2.6 Email Address
- 5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

5.2.3 Bid Response Elements

- 5.2.3.1 Entity Qualifications
- 5.2.3.2 References (other school districts where possible)
- 5.2.3.3 Brief description of entity's experience with providing the requested services
- 5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in Lapeer, Michigan)
- 5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

### **5.3 Part II – Cost/Pricing Proposal**

The following information must be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost/Pricing Proposal"

- 5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.
- 5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.
- 5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

### **Part III – Required Documents**

**5.4** The following information must be provided in Part III of the Proposal. The Proposal should be clearly marked: "Part III – Required Documents"



- 5.4.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit
- 5.4.2 Attachment D - Vendor Affirmation Form
- 5.4.3 Attachment E – Iran Economic Sanctions Act
- 5.4.4 Attachment F – Familial Disclosure Statement
- 5.4.4 Attachment G - Vendor Checklist
- 5.4.5 Attachment I – Contract - Each Vendor is required to include, as part of the documents submitted with its Proposal, the actual contract the Vendor is proposing to enter into with LCS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Vendor’s Proposal. Each Vendor must submit to LCS a contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Vendor must submit in Microsoft Word documents, a clean copy of its proposed LCS contract form. All information included in a Proposal may be incorporated, at the LCS’s sole option, into the contract to be entered into between LCS and the successful Vendor.

**Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD**

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- 6.1 **Evaluation Criteria** - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

<b>Evaluation Criteria</b>	<b>Points</b>
The proposal clearly articulates the vendor’s ability to perform the tasks related to this project in terms of providing materials and service with high quality	30
Total Price and Cost Effectiveness of Proposal	30
The vendor demonstrates understanding of the contract requirements and has the ability to deliver the scope timely	15
The proposal is detailed and specific in how the vendor will perform the tasks and does not merely repeat or paraphrase the RFP.	15
The vendor has prior experience working with a large district and its staff and provides references	10
Total Points Possible	100

- 6.2 Bid Opening** – All Proposals received on or before the Proposal Due Date and Time, April 27, 2018 at 2:00 pm EST, shall be assembled and opened publicly promptly at that time in the Business Office located at 250 Second Street, Lapeer, MI 48446 in a conference room to be designated. All interested parties are welcome to attend.
- 6.3 Evaluation** – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District may select a Vendor solely on the basis of submittals, or may additionally identify a short list of Vendors for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Assistant Superintendent for Business and Operations, LCS
Director of Finance, LCS
Director of Dining Services, Chartwells
Supervisor of Operations, Thumb Educational

**Section 7. RESERVATIONS / STIPULATIONS**

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- 7.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 7.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP

prior to the issuance of a valid contract under Michigan law. Such exemption from liability applies whether such costs are incurred directly by the Vendor or indirectly through the Vendor's agent, employees, assigns or others, whether related or not to the Vendor.

- 7.3 The District will give preference to firms based in the county of Lapeer area when other considerations are equal.
- 7.4 Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Michigan Freedom of Information Act. The Michigan Freedom of Information Act and Michigan Sunshine Laws provides for public access to information the District possesses. Information submitted to the District that Vendors wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- 7.5 Vendors acknowledge and agree, by submitting a Proposal, that:
- 7.5.1 Once a Vendor is selected for the engagement, all electronic, written and printed materials developed by such Vendor as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 7.5.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Vendor will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.
- 7.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Vendors further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 7.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Vendors also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District's website [www.lapeerschools.org](http://www.lapeerschools.org) under "Board of Education", "Board Policies Online".

- 7.5.5 The District, and any consultants retained by the District, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorize the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 7.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Vendor, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Vendor, and will not be knowingly disclosed by the Vendor, prior to opening, directly or indirectly, to any other Vendor or competitor; and C) no attempt has been made or will be made by the Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- 7.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to Lapeer, Michigan.
- 7.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 7.5.9 It does not do business as or operate under any fictitious name.
- 7.5.10 It has only presented one Proposal in response to this RFP.
- 7.5.11 The Proposal is made in good faith.
- 7.5.12 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 7.5.13 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.

- 7.5.14 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 7.6 Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 7.7 Vendors shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Vendor, any employee, officer, director, or principal of the Vendor or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Vendor and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Vendor based on such an improper communication or relationship, and that Vendor's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible Vendor complying with the terms of these specifications.
- 7.8 Vendors agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Vendors further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Michigan.

## ATTACHMENT A

### RFP # 002-1718 Lapeer High School Walk In Cooler and Walk In Freezer Replacement Scope of Services and Products

- The vendor will remove old existing walk in cooler and walk in freezer. Materials must be removed in a proper and legal manner
- The vendor will install a Walk In Cooler and Walk In Freezer to replace existing equipment located at 933 South Saginaw Street Lapeer MI 48446.
- Minimum specifications are listed below and should be comparable to fit existing opening:

	Specifications	
Description	Walk In Cooler	Walk In Freezer
Interior Dimensions	9'-6" x 14'-0" x 7'-10 5/8"	9'-6" x 14'-0" x 7'-10 5/8"
Walls	4" Class 1 - Foamed in place Urethane	4" Class 1 - Foamed in place Urethane
Exterior	Galvalume Embossed 26 gauge	Galvalume Embossed 26 gauge
Interior	Galvalume Embossed 26 gauge	Galvalume Embossed 26 gauge
Ceiling	4" Class 1 - Foamed in place Urethane	4" Class 1 - Foamed in place Urethane
Type	Standard	Standard
Lighting	LED	LED
Attachment	Lock Down	Lock Down
Floor Application	4" Class 1 - Foamed in place Urethane	4" Class 1 - Foamed in place Urethane
Type	Foot Traffic	Foot Traffic
Finish	Aluminum Diamond Thread .100	Aluminum Diamond Thread .100
Warranty on Parts	2 Years	2 Years
Warranty on compressor	5 Years	5 Years

- The vendor will provide 2 years warranty on labor
- The vendor is responsible for any and all permits required to by the State of Michigan, County of Lapeer and the City of Lapeer to perform this RFP
- The units need to be fully operational at the end of performance and be fully reviewed meeting the expectations of this RFP, Director of Dining Services and Supervisor of Operations
- The vendor would be responsible if roof penetrations and all appropriate flashings are required to mount compressor units on roof top
- The vendor is responsible for all required and appropriate plumbing and electrical service to the units ensuring all building codes are adhered to
- The vendor will need to indicate lead time on all materials within the RFP with expectation of installation and completion no later than August 3<sup>rd</sup>, 2018
- The vendor will submit a schematic drawing of the installation displaying dimensions and placements of doors, fans and the mounting of the compressor on rooftop
- The scope of the work will need to conclude by August 3<sup>rd</sup>, 2018
- Removal of wall separating freezer and cooler if possible
- Remote temperature monitoring system that may interact wirelessly with internet and alert capabilities

**ATTACHMENT B**

**RFP #002-1718 LAPEER HIGH SCHOOL WALK IN COOLER AND WALK IN  
FREEZER REPLACEMENT**

**COST / PRICING PROPOSAL**

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1. The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the RFP #002-1718 Lapeer High School Walk In Cooler and Walk In Freezer Replacement, dated April 6, 2018.

Elements of Cost / Pricing

Walk In Cooler \_\_\_\_\_

Walk In Freezer \_\_\_\_\_

2. Brief Explanation of the Services to be provided under the above cost/pricing proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Optional Proposal

Elements of Cost / Pricing	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total</b>	\$ _____

4. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

\_\_\_\_\_  
Signature of Authorized Official Date

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

**ATTACHMENT C**  
**AGREEMENT**

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[Name of Vendor]:

- a) Agrees to have an authorized person execute the "Federal Work Authorization Program Affidavit" attached hereto and deliver the same to Lapeer Community Schools ("District") prior to or contemporaneously with the execution of a contract with the District;
- b) Affirms it is not listed on the excluded parties list;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will comply with Uniform Guidance 200.320 Davis Beacon Act;
- e) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Michigan Statutes; and
- f) Agrees that any failure by your company to abide by the requirements a) through e) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_  
(Signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
(Company Name)



**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is not listed on the excluded parties list.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

**FURTHER AFFIANT SAYETH NOT.**

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

STATE OF MICHIGAN )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for such County and State, personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person who executed the affidavit on behalf of said \_\_\_\_\_ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**ATTACHMENT D**  
**VENDOR AFFIRMATION FORM**

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**RFP TITLE: Lapeer High School Walk In Cooler and Walk In Freezer Replacement**  
**RFP #: 002-1718**

NAME OF VENDOR: \_\_\_\_\_

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP #002-1718, **Lapeer High School Walk In Cooler and Walk In Freezer Replacement**, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Vendor's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

A current Certificate of Insurance is required as part of your Proposal.

The District shall provide the Vendor with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Michigan.

**Nondiscrimination in Employment:** We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title \_\_\_\_\_

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Print Name	Signature	Date
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Address \_\_\_\_\_  
( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Business Telephone Number Facsimile E-Mail Address

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

\_\_\_\_\_

**ATTACHMENT E**

**CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**

Michigan Public Act No. 517 of 2012

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The undersigned, the owner, or authorized officer of the below-named company (the “Company”), pursuant to the compliance certification requirement provided in the Lapeer Community School District’s Request For Proposal (the “RFP”), hereby certifies, represents, and warrants that the Company (which includes 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 the Lapeer Community Schools District 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 the Lapeer Community 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 the it is determined that the person has submitted the false certification.

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

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT F  
FAMILIAL DISCLOSURE STATEMENT**

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The undersigned, owner or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Lapeer Community School District advertisement for **Lapeer High School Walk In Cooler and Walk In Freezer Replacement RFP #: 002-1718** hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the 'Bidder' and any member of the Board of Education, Intermediate School Board or the Superintendent of the School District.

List any Familial Relationships (or state 'None'):

BIDDER:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF \_\_\_\_\_)

This document was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,

\_\_\_\_\_

Notary Public

\_\_\_\_\_ County, Michigan

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

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

**ATTACHMENT G  
VENDOR CHECKLIST**

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**RFP TITLE: Lapeer High School Walk In Cooler and Walk In Freezer Replacement**

**RFP #: 002-1718**

- ( ) Submitted all information as requested.
- ( ) Received \_\_\_\_\_ number of addendum(s).
- ( ) Submitted one (1) original, (4) copies and one (1) electronic Proposal on Portable Thumb Drive.
- ( ) Signed Federal Work Authorization Program Agreement.
- ( ) Signed and notarized Federal Work Authorization Program agreement and affidavit
- ( ) Signed Vendor Affirmation Form (by an authorized official of the company where appropriate).
- ( ) Signed and dated Cost / Pricing Proposal.
- ( ) Clean Vendor Contract Form
- ( ) No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- ( ) Current Certificate of Insurance.
- ( ) Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in Lapeer, Michigan).
- ( ) Submitted state tax identification number. \_\_\_\_\_

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**Signature of Authorized Official**

**Date**

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**Company Name**

**ATTACHMENT H  
NON-SUBMITTAL RESPONSE FORM**

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**RFP TITLE: Lapeer High School Walk In Cooler and Walk In Freezer Replacement**

**RFP #: 002-1718**

**NOTE TO VENDOR:**

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

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Please indicate your reason for responding with a "non-submittal":

- Unable to meet the requirements for this project.
- Unable to meet the time frame established for start and/or completion of the project.
- Received too late to reply. Received on \_\_\_\_\_.
- Please remove our company's name from receiving similar type solicitations.
- Other: \_\_\_\_\_

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Your response will be given careful consideration, and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

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**Authorized Signature**

**Title**

**Date**

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**Name of Company / Consultant**

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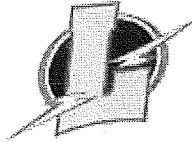
**Company Address**

\_\_\_\_\_  
**Business Telephone Number**

\_\_\_\_\_  
**Facsimile**

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**E-Mail Address**



**Lapeer Community Schools (LCS)**

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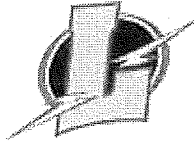
**RFP TITLE: Lapeer High School Walk In Cooler and Walk In Freezer Replacement**

**RFP #: 002-1718**

**ADDENDUM NO. 1 – QUESTIONS AND ANSWERS**

1. Will there be a post bid review? Answer: A post bid review will be conducted at approximately 3:00pm EST on April 27, 2018. Please have an appropriate person(s) available to speak with knowledge on behalf of the bid.
2. Where are the evaporators to be mounted? Answer: Our preference would be to have the unit evaporators be mounted on the back wall of each unit. If your proposal does not, please give a thorough explanation how condensation piping will be handled to get into the sink drain.
3. When will the board of education approve? Answer: The district will attempt to get board approval on May 3, 2018.
4. Do the doors need some sort of air curtain? Answer: Yes. There should be an air curtain to redirect the cooling back into the units.
5. What is the voltage? Answer: The voltage is 208-230.
6. What should the floor pound rating be? Answer: The Unit floor need to be reinforced/rated with at least a 1,000 lbs load-weight bearing rating.
7. Do the doors need interior and exterior kick plates? Answer: Yes. There needs to be kick plates on the interior and exterior of the unit.
8. Does the wall need to be removed? Answer: No. Scope is to remove current units and install new functioning units as similar in size and footprint as existing units to minimize any structural changes to the area..

End of Addendum 1.



**Lapeer Community Schools (LCS)**

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**RFP TITLE: Lapeer High School Walk In Cooler and Walk In Freezer Replacement**

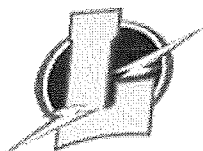
**RFP #: 002-1718**

**ADDENDUM NO. 2 – QUESTIONS AND ANSWERS**

1. How deep is the pit? Answer: 4 points were checked at 3 1/2 inches. It may or may not be level.
2. What is the voltage? Answer: 208-230 three phase is on the Freezer condenser. 208-230 single phase is on the Freezer evaporator. 120 single phase is on the Cooler evaporator. 208-230 single phase is on the Cooler condenser.
3. What is the height of the units from pit to current top? Answer: 91 inches is the Freezer. Cooler could not be measured due to the spacing between the wall and the unit.

End of Addendum 2.





**Lapeer Community Schools (LCS)**

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**RFP TITLE: Lapeer High School Walk In Cooler and Walk In Freezer Replacement**

**RFP #: 002-1718**

**Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD**

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Stafford Smith</b>	<b>Thumb Heating and Cooling</b>
The proposal clearly articulates the vendor's ability to perform the tasks related to this project in terms of providing materials and service with high quality	30	30	30
Total Price and Cost Effectiveness of Proposal	30	30 \$88,520	25 \$89,390
The vendor demonstrates understanding of the contract requirements and has the ability to deliver the scope timely	15	15	15
The proposal is detailed and specific in how the vendor will perform the tasks and does not merely repeat or paraphrase the RFP.	15	15	15
The vendor has prior experience working with a large district and its staff and provides references	10	10	10
Total Points Possible	100	100	95