

**Grand Rapids Public Schools
Request for Proposal
Electrical Maintenance Services**

Grand Rapids Public Schools seeks to obtain proposals for Electrical maintenance services to beginning in January 2025 for all of the districts buildings. All Proposals to be delivered to the lobby of the Grand Rapids Public Schools Service Building, 900 Union Ave NE, Grand Rapids MI Attn: Marc Bennett, Director of Projects and Maintenance. Proposals are to be in a sealed envelope clearly marked: "Electrical Maintenance Services" and returned no later than 2:00 p.m. EDT, December 19, 2024, at which time proposals will be opened and publicly read. Proposals must be submitted on the official Form provided. The Board reserves the right to reject any and all proposals. Late proposals will not be accepted.

TIMELINE FOR REQUEST FOR PROPOSAL:

Wednesday, November 27, 2024, PROPOSAL POSTED ON GRPS.ORG WEBSITE AND Sigma state purchasing website

Proposals due: Thursday, December 19th, 2024, 2:00 PM EDT,

LOCATION: SERVICE BUIDLING, 900 UNION AVE NE, GRAND RAPIDS, MI.

ALL PROPOSALS TO BE RECEIVED NO LATER THAN 2:00 PM EDT. Proposals received after the deadline will not be accepted and will be returned to the vendor unopened (NO EXCEPTIONS).

*If the District is closed due unforeseen circumstances on the day that a proposal is due, proposals will be due on the next day that the District is open. The Board of Education reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all irregularities, and to award the contract to other than the low bidder. In addition, the Board may award contracts to one or more firms.

ALL PROPOSAL QUESTIONS SHOULD BE EMAILED TO BENNETTM@GRPS.ORG on the RFI form attached in this packet.

IMMEDIATELY FOLLOWING, PROPOSALS WILL BE PUBLICLY OPENED AND READ ALOUD IN PERSON AT THE Grand Rapids Public Schools Service Building 900 Union Ave NE, Grand Rapids, MI 49503.

You must submit a **SEALED** hardcopy of the proposal to:

Marc Bennett, Director of Projects and Maintenance

Grand Rapids Public Schools
900 Union Ave NE
Grand Rapids, MI 49503

SEALED HARDCOPY OF THE PROPOSAL MUST INCLUDE:

1. SIGNED COPY OF GRPS PRICING BID FORM
2. REFERENCES SHEET
3. LOCAL CONSTRUCTION CONTRACTING FORMS
4. DEBARMENT AND SUSPENSION CERTIFICATION
5. IRAN BUSINESS RELATIONSHIP AFFIDAVIT
6. SWORN STATEMENT OF FAMILIAL RELATIONSHIP

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1. Purpose and Introduction

The purpose of this Request for Proposal (RFP) is to enter a contract with a qualified contractor to provide Electrical Maintenance Services for Grand Rapids Public Schools.

This RFP includes the proposal specifications for contracted Electrical service. This RFP includes the instructions for submitting proposals and the criteria by which a bidder may be selected. The proposal specifications shall serve as the contractual terms by which the District intends to govern the relationship between itself and the selected contractor. Definition of Parties: Grand Rapids Public Schools will hereinafter be referred to as the "District". Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

2. Proposal Submission

One signed original and 3 copies of the proposal must be submitted to the address specified at the beginning of this RFP. Proposals must be submitted in a sealed envelope labeled "Electrical Maintenance Services RFP" by 2:00 p.m. Thursday December 19, 2024, and hand delivered, mailed and/or mailed express carrier to Marc Bennett, Director of Projects and Maintenance, GRPS Service Building, 900 Union Ave NE, Grand Rapids, Michigan 49503. **To ensure confidentiality of proposals, faxed or e-mailed proposals will not be accepted.** District hours: 7:30 a.m. to 4:00 p.m., Monday through Friday. **Proposals received after the due date of day, date at 2:00 p.m. EDT will be returned unopened. Postmarking to the due date will not substitute for receipt of the proposal.** If the District is closed due unforeseen circumstances on the day that a proposal is due, proposals will be due on the next day that the District is open. The Board of Education reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all irregularities, and to award the contract to other than the low bidder. In addition, the Board may award contracts to one or more firms.

3. QUALIFICATION OF BIDDER

- a. The owner reserves the right to request qualification information from any bidder before issuing documents, receiving proposals or awarding a contract. The Owner may, at his/her sole discretion, accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her proposal, agrees to accept the decision of the Owner as final.
- b. To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall furnish the following information:
 - i. A list of 3 references for similar projects completed during the previous years, including the name and phone number of a contact person. All school contracts shall be listed.
 - ii. A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.
- c. The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

4. SOLE BIDDER

If only one proposal is received in response to the Invitation to Bid, a detailed cost proposal will be requested of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable. The Owner reserves the right to cancel the bid if there is only one proposal received. The Owner's decision will be final.

5. Bid Award Criteria

The following non-prioritized criteria are some of the key criteria that will be considered in the evaluation of the proposals:

- a. Experience and past performance – Presented documentation of electrical service contracting experience preferably in educational institutions.
- b. Project personnel - Adequacy of staff in size, availability, and experience.
- c. Total proposal bid
- d. Full and proper completion of the bid forms.
- e. Performance as reported by references
- f. Any other information as reported by reference
- g. Evidence of availability and response when called for service

Determination of best suited candidates will be at the sole discretion of the District and the District's decision shall be final.

6. Proposal Duration

All proposals must be irrevocable for 45 calendar days after the time and date of the bid opening.

7. Pre-Bid Conference

There **will not** be a pre-bid conference for this project.

8. Post-Bid Conference

The bidder is required to submit information regarding the names and backgrounds of the bidder's service personnel and responsible company officials, if requested, and establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to deliver the services described in the contract documents.

9. Proposal Errors/Omissions/Discrepancies

If there is a discrepancy between the unit price proposal and the extension, the unit price shall govern. Bidders shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications. Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process. The District does not assume any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of this RFP.

10. Exceptions to Proposal Specifications

Any exceptions to the terms and conditions contained in this RFP or any other special consideration or condition requested or required by the Bidder shall be enunciated by the Bidder and be submitted as part of its proposal, together with an explanation of the reason such terms and conditions cannot be met. Each Bidder shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the bidder's proposal and accepted by the District as part of the award agreement and documented accordingly.

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Contract and General Conditions

1. Contract Administration

The Associate Superintendent for Human Resources and General Counsel and the Director of Projects and Maintenance shall be the District's authorized representative in all matters pertaining to the administration of this contract.

2. Contract Documents

The contract entered into by the parties shall consist of this RFP, the letter of introduction accompanying this RFP, the signed response/proposal forms submitted by the Contractor, all addenda issued, and a purchase order signed by the Director of Purchasing. The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any changes or modifications to this agreement must be in writing, signed by both parties and attached hereto.

3. Contract Term

It is the intent of the District to award a contract to one or more contractor(s) for the Electrical maintenance services of all listed buildings. The contract is expected to begin in January of the 2024-2025 School Year for a period of 1.5 years and expire on June 30, 2026, with an optional one additional year. Nothing requires the District to agree to extend the contract beyond the initial 1-year term. The Contractor is required to provide a 1-year price guarantee.

4. Contract Termination

Grand Rapids Public Schools may terminate this contract for cause on written notice to Contractor if: (1) Contractor breaches any of its material duties or obligations under the contract, which either cannot be cured or are not cured within the time period specified in the written notice of breach provided by Grand Rapids Public Schools; (2) Contractor poses a serious or imminent threat to the health and safety of any person; (3) Contractor's actions pose a serious or imminent loss to any real or tangible personal property; (4) Contractor is insolvent, bankrupt, or otherwise going out of business. Grand Rapids Public Schools, on thirty (30) days written notice to the Contractor, may terminate this contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense, or liability to the Contractor except the obligation to pay for services actually performed under the contract before the date of termination. Regardless of the basis for cancellation, Grand Rapids Public Schools shall not be obligated to pay Contractor for any incidental or consequential damages, loss profits, or costs incurred for services not actually performed.

5. Dispute Resolution

In the event the awarded Contractor does not meet the requirements of this proposal document and/or any of its related addendums, the following steps will be taken: a. Within seven (7) calendar days of the violation, the contractor will be given, in writing, a letter stating the nature of the violation. b. The Contractor will have seven (7) calendar days after receipt of letter to rectify and respond to the violation in writing. The response must include the nature of the violation, how it was resolved, and what steps are being taken to prevent this violation from occurring again. c. If the Contractor has not resolved the violation or has repeated a similar past violation, the Grand Rapids Public Schools reserves the right to terminate the contract by giving, in writing, thirty (30) days written notice of intent to do so. The contractor shall be liable for any difference in cost between agreed price and price paid to an alternate contractor, including expenses incurred to solicit other contractor.

6. Contract Validity

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

7. Entire Agreement

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

8. Governing Law

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan. The Contractor agrees that any litigation, action or proceeding arising out of this contract shall be instituted in a state court located in the State of Michigan. The jurisdiction and venue for any suit brought against this agreement shall be in Western Michigan District Courts.

9. Litigation

If either party to this contract initiates a lawsuit against the other to secure or protect its rights under this agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs, and damages as part of any judgment entered in its favor.

10. Subcontracting and Assignment

The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its rights, title, or interest therein without prior written approval of the District. The Contractor will not be permitted to subcontract any portion of the contract without prior written approval of the District. No subcontract will, in any case, relieve the Contractor of their responsibility under the contract. Written consent to subcontract, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

11. Independent Contractor

It is expressly agreed between the Contractor and the District that the Contractor will act as an independent contractor in the performance of its duties under this contract and under no circumstances shall any of the employees of any party be deemed the employees of the other for any purpose. The Contractor shall be wholly responsible for paying all taxes including but not limited to federal and state income taxes, FICA, FUTA, workers' compensation, unemployment, and single business taxes to the extent that any or all of the foregoing are applicable. The Contractor shall defend, indemnify, and hold harmless the District from and against any claims by any taxing authority, for any taxes, interest, or penalties relating to the Contractor or its employees or agents, if any. The Contractor shall acquire worker's compensation insurance for itself, its employees or agents, and shall defend, indemnify, and hold harmless the District from and against any claim for worker's compensation brought by or on account of the Contractor or by any of its employees or agents. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the District. The Contractor is not to be deemed an employee or an agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein.

12. Insurance Requirements

(Successful Bidder) shall obtain and maintain in full force and effect the following insurance covering all insurable risks associated with its obligations under the contract generally of the types and limits identified below and, in an amount not less than the following:

Commercial Broad Form General Liability Insurance* covering the actions, activities and performance of the (Successful Bidder) and its employees and agents assigned under the contract; including, but not limited to products, completed operations and broad form contractual liability coverage, not excluding sexual harassment and molestation; of at least \$1,000,000 per occurrence and/or \$3,000,000 aggregate combined single limit for personal injury, bodily injury, and property damage.

Business Auto Liability Insurance* including Michigan's Statutes of Coverage's not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. Coverage is to include all owned vehicles, hired and non-owned vehicles, and employee non ownership.

Worker's Compensation Coverage* which meets the statutory limits in compliance with the applicable State and Federal laws with a limit of at least \$1,000,000 for each accident, including Employer's Liability.

Employee Dishonesty Bond of \$50,000 covering your (Successful Bidder) business from dishonest acts by your employees.

Excess/Commercial Umbrella Liability Coverage* of not less than \$1,000,000 each occurrence/\$1,000,000 aggregate.

The (Successful Bidder) agrees to hold harmless and defend the Owner and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Vendor employees or subcontractors. The insurance policy shall be initiated prior to the performance of (Successful Bidder) and maintained until final acceptance by Grand Rapids Public Schools according to the prescribed procedures. Prior to beginning work, the Vendor shall furnish to the Grand Rapids Public School District a copy of the insurance policy and all subsequent changes or updates.

*Insurance requirements may change to accurately reflect provisions of each individual contract. If during the contract, changed conditions or other pertinent factors should in the reasonable judgment of Grand Rapids Public Schools render the insurance limits inadequate, the (Successful Bidder) will furnish or request such additional insurance as may be reasonably required and available under the circumstances. The limits of coverage as may be agreed upon by the Parties shall not be construed as a limit on (Successful Bidder) potential liability to Grand Rapids Public Schools.

Insurer Qualifications*

The insurance must be affected under valid and enforceable policies and issued by insurers licensed and admitted to do business in Michigan and have an A.M. Best rating of at least A.VI. (Successful Bidder) insurance carrier must be reputable and acceptable to Grand Rapids Public Schools, but acceptance of any licensed qualifying carrier shall not be unreasonably withheld.

Evidence of Insurance*

Prior to commencement of services the (Successful Bidder) will provide Grand Rapids Public Schools with a certificate of insurance** and Grand Rapids Public Schools will be given at least a thirty (30) day advance notice of cancellation or material reduction of insurance coverage and proof of renewal coverage ten (10) days prior to expiration. Failure to request or obtain evidence of insurance shall not be construed as a waiver of (Successful Bidder) obligation to provide the required insurance.

****Additional Insured Status.** The following language shall be indicated on all certificates of insurance from successful bidder:

The Grand Rapids Public School District, its elected or appointed officials, employees and volunteers are included as "Additional Insured" with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured, (b) products and completed operations of the named insured, or (c) premises owned, leased, or used by the named insured".

A 30-day cancellation clause is required on all insurance policies. If the Contractor receives notification that any of the required insurance will be cancelled, it must notify the District in writing at least 30 days before the cancellation is to become effective.

13. Billing/Payments

Billing

Electrical maintenance services are to be billed monthly after performance of each month's service as agreed upon by both parties prior to signing of contract. Invoices must itemize charges of labor, include timesheets as documentation of actual hours worked, and must reference a purchase order number. Invoices shall be submitted via email to Lawrence Kain, Supervisor of HVAC and Electrical at Facilities@grps.org

Payment

Payment will be made after Contractor's submittal of a proper invoice. One check will be issued per month. Payments will be made on a net 30 day basis unless early payment discount terms are offered and accepted.

Extra Billing

Any work outside the scope of these specifications must be approved and assigned in advance by the Director of Projects and Maintenance. Invoices for additional work must include the date and times of the work, the name of the school, the type of the work performed, the number of hours worked, and the name of the authorized District person who approved the work to be performed. They are to be sent directly to the established email address along with the regular monthly billing for processing and are not to be included on the regular monthly invoice.

14. Contractor Protection Clause

Neither party hereto will negotiate with or hire personnel employed by the other, during the term of the contract, without written permission of the other party.

15. Gifts, Gratuities or Kickbacks Acceptance

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

16. Indemnification Requirements

The Contractor agrees to indemnify and hold harmless and defend the District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors, and agents from and against any and all claims, costs, expenses, damages, and liabilities including reasonable attorney's fees, arising out of the (1) negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees; (2) any breach of the terms of this Agreement by Contractor; or (3) any breach of any representation or warranty by Contractor under this Agreement. The District agrees to notify Contractor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement.

17. Equal Opportunity Employer Requirements

The Contractor must comply with all applicable federal and/or state Equal Opportunity Employer requirements in providing employment and promotion opportunities regardless of age, citizenship status, color, disability, gender, national origin, race, religion, or veteran's status. The Contractor further agrees to provide reasonable accommodations, upon request, to qualified individuals with disabilities.

18. Prices

The prices proposed by the Contractor shall include all charges for labor, insurance, taxes, overhead, profit, and other applicable costs. The District may periodically request the Contractor to perform work that is not specified in this contract. Any such work will be classified as extra work and will be billed according to the rate specified in the proposal proposal. Any additional work for which additional charges will be billed to the District must be preapproved in writing by the Director of Projects and Maintenance.

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Electrical Maintenance Service Specifications

1. Background and Scope:

The District is seeking electrical maintenance services only. These specifications should, therefore, be referred to as a guide for, rather than a limitation to, the Contractor. GRPS will select only one option either 40 hours or 24 hours a week, but may select more than one provider.

2. Specifications of Services

A. SCOPE OF WORK

1. Provide a licensed journeyman electrician to work alongside GRPS maintenance staff per direction of the GRPS Electrical Supervisor for either 24 or 40 regular business hours per week.
2. Provide an electrician for emergency services 24 hours a day 7 days a week as needed with a response time of 1 hour or less(at additional rates).
3. Electrical contractor to provide it's own service vehicle.
4. Proposals are to be submitted and the contract(s) awarded on a per man hour basis.
5. Electrical contractor to purchase all supplies and/or materials through GRPS accounts.
6. Contractor to provide labor and service vehicle.
7. Electrical Service will include basic electrical work order completion as distributed by GRPS Electrical Supervisor from existing work order management system.

B. GENERAL CONDITIONS

1. The Owner reserves the right to postpone electrical maintenance services when weather, financial or other conditions necessitate a reduction of the service.
2. The Contractor shall provide the Owner with a means of immediate communication regarding emergencies or any other occasion that may arise. A cellular phone number or pager number of the person responsible for managing this contract must be provided on the bid proposal form.

C. EQUIPMENT

1. All electrical maintenance operations are to be performed using typical tools for the trade supplied by the electrical contractor.
2. All tools and equipment not typical and customary to the performance of general electrical maintenance will be supplied by the district or by additional charges through the contractor as approved by the Director of Projects and Maintenance.

3. SCHEDULING AND HOURS OF WORK

- A. Electrical maintenance services shall be performed at times mutually agreed upon between Owner and Contractor. Contractor shall be responsible for complying with all local ordinance regarding working times. Contractor assumes all liability for complying with local ordinances, state Law. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
- B. Scheduling of work must be coordinated with the individual facilities' operational needs in order to avoid disruption or unsafe conditions.

4. SAFETY

- A. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- B. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense.

- C. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Owner is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the GRPS Electrical Supervisor will be consulted.
- D. The Owner does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Electrical Supervisor.

3. Employee Selection

All contract personnel will be required to have a criminal background check prior to working on site consistent with MCL 380.1230. Contractor shall, at a minimum, perform the following pre-employment screening procedures before the placement of all regular and substitute employees in District facilities: Drug and Alcohol testing as approved by district and State Police record checks – any felony convictions or “listed offenses” as defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295 will disqualify personnel from placement at the District. Proof of the above must be provided to the Director of Projects and Maintenance before any contract personnel appears on District grounds. All applicants being considered for employment must meet the criteria set forth by the United States Department of Immigration and Naturalization.

4. Employee Expectations

All employees are to present themselves in an appropriate manner and attire consistent with the District's Board policies and the District's administrative guidelines. The District reserves the right to seek removal of any contract employee whose moral conduct, behavior, health habits, or appearance are unsatisfactory. The contract employee will be removed as soon as possible upon being brought to the Contractor's attention. The District's decision shall be final. All of the Contractor's employees assigned to the District must meet the following requirements: They must be: At least 18 years of age.

- U.S. citizen or authorized to work in the U.S.
- Completion of criminal background and history reports and results in compliance with state laws (specifically, MCL 380.1230).
- Able to interact positively and appropriately school employees, and the public.
- Able to productively work with minimal supervision. Competent persons who are well trained in the area of work assigned.
- Alcohol and drug free when arriving for and while on duty. Contractor's employees are prohibited from the manufacturing of, being in possession of, using, distributing, or dispensing of any controlled substance, including alcohol and marijuana, while on school grounds.
- Punctual.
- Well-groomed and in uniform

Contractor shall maintain attendance records which indicate “log” in at the beginning of their shift and “log” out at the end of their shift each day in a designated location. This requirement is to enable District staff to determine which of the Contractor's staff is at each site. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from building to building.

8. Employee Conduct

The District reserves the right to request that the Contractor remove any employee from the District Contract for unsatisfactory performance, improper conduct, poor appearance, and/or poor behavior. If the Director of Maintenance notifies the Contractor in writing that any of the Contractor's employees assigned to Grand Rapids Public Schools is incompetent, disorderly, or otherwise unsatisfactory, the Contractor will remove such employee and will not again assign that employee to work in Grand Rapids Public Schools without the written consent of the Director of Projects and Maintenance.

9. Staffing Requirements

The Contractor shall perform the services set forth in this contract at time periods as approved by the Director of Projects and Maintenance or his/her designee.

10. Uniforms and Identification

The Contractor will provide, and all of the Contractor's employees are required to wear uniforms, approved by the District on all work days. The Company Logo/Name on uniforms must be clearly visible on the front. Uniforms will be provided by the Contractor and must be worn by all regular and substitute employees while working on the District's grounds.

11. Equipment, Tools

It is the Contractor's responsibility to ensure that its employees use the equipment, tools, and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state, and federal regulations

12. Emergency Contacts

Communication is critical when maintaining multiple school campuses. The Contractor will be responsible to provide the Director Projects and Maintenance an emergency contact person and telephone number for each set of building workers.

13. Property Damage

The Contractor shall inform the Director of Projects and Maintenance of any vandalism, evidence of attempts to force entry, and all other damages to any buildings. The Contractor shall be responsible for reporting and paying for any damages to any of the District's buildings, equipment, and/or contents caused, in whole or in part, by the Contractor's employees in an appropriately prorated amount as determined by the District.

14. Property Protection

The Contractor shall continuously maintain adequate protection of all work covered by the contract from damage or loss and shall protect the property from injury or loss arising in connection with this contract, and shall make good any such damage, injury or loss.

The Contractor is responsible for the conduct of its personnel. The Contractor shall cooperate fully with the District and with any Law Enforcement authorities in the investigation of any unlawful activities suspected of the Contractor's employees while working on the District's sites. If personnel employed by the Contractor are found to have committed theft or other unlawful activities on any of the District's sites, the Contractor shall be responsible to the District for restitution which will include, but not be limited to, all actual losses, damages, costs of investigation, and costs of prosecution. In addition, the Contractor will immediately and permanently remove the offending personnel from all District sites.

15. Quality Control/Inspections

The District will regularly inspect the Contractor's work. District staff will work closely with Contractor's representatives to achieve the results described in the standards. However, responsibility for meeting standards rests with the Contractor.

For any site that fails to meet the District's standards as a result of some action that is the Contractor's responsibility, the Contractor is to notify the District immediately and develop a plan to bring the site back into compliance with standards. Should the District discover a site(s) that does not meet District standards, and the District has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance.

The parties will observe the following progressive resolution process:

- A. Written notice of the problem.
- B. Field conference with the inspector/Contractor's field representative to identify the problem and agree on a solution as presented by the Contractor.
- C. Conference between District's Contract Administrator and Contractor's representative.
- D. Imposition of penalties and/or correcting defect at Contractor's cost.
- E. Termination of Service Contract.

16. Government Regulations and District Policies

The contractor must have a complete working knowledge of, and must comply with, all of the following:

- MIOSHA and Right to Know regulations
- All other applicable federal, state, and local laws, codes, and regulations Grand Rapids Public Schools Board policies and administrative guidelines

The Contractor will ensure that any substances defined as hazardous by state or federal law will be properly labeled and delivered or used in a way that does not violate state or federal laws.

BID FORM
 Grand Rapids Public Schools
 Electrical Maintenance Service Services

DATE: _____ (Bidder to enter date)

SUBMITTED BY: (Bidder to enter name and address)

Bidder's Full Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____

A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the lump sum price of:

	Cost/Hour	Cost/Month
24 hours / Week	_____	_____

Feb 25-June25

Total Bid(2/25-6/25 24 Hours): _____

_____ dollars (\$ _____), in lawful money of the United States of America.

24 Hours / Week	_____	_____
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June 25- June26

Total Bid(6/25-6/26-24 Hours): _____

_____ dollars (\$ _____), in lawful money of the United States of America.

40 Hours / Week	_____	_____
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Feb 25 – June 25

Total Bid(2/25-6/25-40 Hours): _____

_____ dollars (\$ _____), in lawful money of the United States of America.

40 Hours / Week	_____	_____
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June 25 – June 26

Total Bid(6/25-6/26-40 Hours): _____

_____ dollars (\$ _____), in lawful money of the United States of America.

B. The base bid price includes all applicable taxes.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the date on which proposals were opened.
- B. If this proposal is accepted by the Owner within the time period stated above, we will:
 - 1. Furnish the required bonds and insurance certificates within ten days of receipt of Notice of Award.
 - 2. Execute the Agreement immediately upon receipt from the Owner.
 - 3. Commence work within ten days after written Notice to Proceed.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds and insurance certificates, the bid security shall be forfeited as damages to Grand Rapids Public Schools by reason of our failure, limited in amount to the lesser of the face value of the bid security or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our proposal is not accepted within the time stated above, the bid security shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

ADDENDA

- A. We acknowledge receipt of the following Addenda. These addenda have been evaluated and their effect on the cost of the Work has been incorporated into the base bid entered above.

Addendum #	Dated			
_____	_____	_____	_____	_____
Addendum #	Dated			
_____	_____	_____	_____	_____

ACKNOWLEDGEMENTS

The Bidder acknowledges:

- a. That this proposal was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder or bidders to maintain the prices of indicated Work or prevent any other bidder or bidders from bidding the Work.
- b. That this proposal shall not be withdrawn for a period of 60 calendar days after the date on which proposals were opened.
- c. That all work will be complete on or before the Final Completion date(s) identified in the proposal documents.
- d. That the following documents, identified in Instructions to Bidders, have been completed and are attached to this Bid Form:
 1. DTMB Demographics, Statistics and Certification
 2. DTMB Certification of a Michigan-Based Business
 3. Sworn Statement of Familial Relationship
 4. Iran Business Relationship Affidavit
 5. Debarment and Suspension Certification

SIGNATURE(S)

The Corporate Seal of _____ was hereunto affixed
(Print the full name of your firm)

In the presence of:

Signature

(Seal)

Printed Name and Title

Date

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture as above.

AUTHORIZED CORPORATE OFFICER

Signature

Printed Name

Title

Date

**Grand Rapids Public Schools
Request for Proposal
Electrical Maintenance Services**

REFERENCES

Attach the names of three references to your proposal, preferably school district.

NAME OF BUSINESS: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF BUSINESS: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF BUSINESS: _____

CONTACT PERSON: _____ PHONE NO: _____

GRPS Policy 3670 – Local Construction Contracting

The District provides a preference (proposal discount) in construction contracts from local vendors, providing the quality and service are commensurate with the requirements set forth by the District as to satisfy the demands of the proposal or proposal. Bids, or proposals when bids are not required, shall be accepted from non-local vendors in order to maintain a fair market price.

In determining the qualification for a Local Purchasing Preference for purposes of this policy, vendors must have obtained the Certification of a Michigan Based Business as determined by the Michigan Department of Technology, Management and Budget as well as meet one of the following criteria:

- a. For at least the last six months had its primary business operations located within the municipality boundaries of the City of Grand Rapids, Michigan (Grand Rapids).
- b. Be certified by the City of Grand Rapids, as a Micro-Local Business Enterprise and have its primary business operations within the municipality boundaries of the City of Grand Rapids.

A successful recipient of a contract and/or purchase order which has received a Local Purchasing Preference may be required to present proof of its status as a Michigan Based Business and documentation of its location within the City of Grand Rapids at any time upon request from an authorized District official. Failure to provide the requested information or failure to maintain business operations with the city of Grand Rapids for the duration of the contract will make the contract voidable at the District's discretion, and will result in disqualification from future consideration of a Local Purchasing Preference for a period of five years unless excused by the Superintendent or Designee.

Preference will be provided on the following basis:

- a. Constructor Participation: Grand Rapids Public Schools will provide up to a 5% bid discount to prime contractors and/or construction managers who satisfy the criteria set forth for consideration as a Local Vendor.
- b. Subcontractor Participation: Construction bids for non-local vendors may be discounted when a bidder on a Grand Rapids Public Schools' project voluntarily subcontracts with businesses meeting Local Vendor Criteria. Prime contractors and/or construction managers must submit affidavit(s) verifying Local Vendor subcontractor participation.

Prime contractors and/or construction managers must require Local Vendor certification documentation to be submitted by each subcontract bidder with their sealed bid. The District at its discretion can request additional documentation for verification of the qualification of any Local Vendor subcontractor participating in a construction project.

- c. The following is a schedule of discounted percentages based upon Local Vendor subcontractor participation achieved by the prime Constructor:

<u>LV Subcontractor Participation</u>	<u>Discount Percentage</u>
---------------------------------------	----------------------------

i. 1.00% – 2.5%	1.0%
ii. 2.51% – 5.0%	1.5%
iii. 5.01% – 7.5%	2.0%
iv. 7.51% – 10.0%	2.5%
v. 10.01% – 15.0%	3.0%
vi. 15.01% – 18.0%	4.0%
vii. 18.01% +	5.0%

- d. Prime contractors and/or construction managers may not terminate an approved Local Vendor subcontractor working on a Grand Rapids Public Schools construction project, and then perform the work on the terminated subcontract with its own forces or those of another subcontractor, without prior written consent by the Grand Rapids Public Schools Executive Director of Facilities Planning and Management. If a Local Vendor subcontractor fails to complete its work on the contract for any reason, a prime Constructor/construction manager must notify the Grand Rapids Public Schools Executive Director of Facilities Planning and Management and make good faith efforts to find another approved Local Vendor subcontractor to substitute for the original Local Vendor subcontractor. Utilizing good faith efforts, and to the extent reasonable, the prime Constructor/construction manager shall substitute an approved Local Vendor subcontractor to perform the same amount of work under the contract as the Local Vendor subcontractor that was terminated.
- e. Joint Venture Bidding: As an incentive to contractors engaging in activities that stimulate the growth and development of local, small emerging businesses as partners bidding as a joint venture, Grand Rapids Public School will apply up to a 5% bid discount for partnering with a qualified Local Vendor.
- f. The Bid Discounts outlined above may not exceed 5% or \$25,000 per bid, whichever is lower. Project bids from prime contractors and/or construction managers are considered a single bid for purposes of the Bid Discount consideration.

Grand Rapids Public Schools, Board of Education Members and employees are prohibited from having any financial interest or personal beneficial interest either directly or indirectly, in the award of any construction contracts, sub-contracts, or the recommendation/selection of any professional design service or construction manager, unless previously disclosed in writing to the Superintendent and approved in writing by the Superintendent.

This policy shall not apply to the extent that it would conflict with any provision of Michigan or federal law, regulation or constitution. The local preference shall not be applied to purchases of goods and services made with federal funds.

Policy Adopted: March 19, 2012

LEGAL Ref: MCL 380.1267; 380.1274

POLICY Ref: 3660 Bids and Quotation Requirements

3690 Local Purchasing

1900 Contracts and Board Member Disclosure Obligations

GRPS Policy Rules 3670R – Local Construction Contracting Regulations

Qualification for Local Construction Contracting Preference

On an annual basis beginning with July 1st of each fiscal year, a vendor desiring to receive a bid discount for local construction contracting may submit appropriate documentation to the Executive Director of Facilities and Operations. Appropriate documentation shall include the following:

- a. Proof of completed submittal of Certification of a Michigan Based Business as determined by the Michigan Department of Technology, Management, and Budget
and

- b. Proof it has its primary business operations located within the municipality of the City of Grand Rapids, Michigan for the past six months (on company letterhead)

Or Proof it has been certified as a Micro-Local Business Enterprise by the City of Grand Rapids and has its primary business operations within the municipality boundaries of the City of Grand Rapids (on company letterhead)

A firm may submit the same documentation with its sealed bid or proposal in order to qualify for the bid discount.

Non-Local Vendors

A non-local vendor may qualify for a bid discount if it voluntarily subcontracts with businesses that meet the above documentation requirements. Proof of subcontractors meeting these requirements must be submitted with the sealed bid or proposal in order to qualify for the discount.

Local subcontractor participation will be based on the value of the local subcontracts as compared to the total bid or proposal

Joint Venture Bidding

Contractors that engage in joint venture bidding with a local, small emerging business partner will need to submit documentation of participation level with the sealed bid or proposal. The local bid discount will be based on the value of the local, small emerging business partner as compared to the total bid or proposal.

Eligibility/Verification

The District may request documentation at the conclusion of a project for which a bid discount was received verifying eligibility with local bid discount criteria. If it is determined that a vendor did not actually meet the terms of local preference, disqualification from future consideration of a local purchasing preference may occur for a period of five years unless excused by the Superintendent or Designee.

Dated: March 12, 2012

LEGAL REF: MCL 380.1267; 380.1274

3660- Bids and Quotation Requirements

3690- Local Purchasing

1900- Contracts and Board Member Disclosure Obligations



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

**Facilities and Business Services Administration
Design & Construction Division**

DEMOGRAPHICS, STATISTICS AND CERTIFICATION

- 1. Company Name: _____
- 2. Company Address: _____
- 3. Principal Place of Business: _____
- 4. Year of Establishment: _____

Woman-, Minority-, or Veteran-Owned Small Business Representation

(For Statistical Use Only)

DEFINITIONS:

“Woman-owned business” means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business.

The vendor represents that it IS IS NOT a woman-owned small business.

“Minority-owned business” means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business.

The vendor represents that it IS IS NOT a minority-owned small business.

- African-American Arab-American Asian-American Hispanic
- American Indian Eskimo

“Qualified Disabled Veteran” means a business entity that is 51% or more owned by one or more veterans with a service-connected disability.

“Qualified Disabled” means a business entity that is 51% or more owned by one or more with a service-connected disability.

The vendor represents that it IS IS NOT qualified disabled.

“Veteran -owned business” means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business.

The vendor represents that it IS IS NOT a veteran-owned small business.

The Constructor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

Authorized Agent Name (print or type) _____

Authorized Agent Signature _____



Certification of a Michigan-Based Business

(Information Required Prior to Contract Award
for Application of State Preference/Reciprocity Provisions)

DEFINITION: To qualify as a Michigan business, vendor must have, during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code): _____
- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ~208.1 – 208.145; or,
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or,
- Withheld Michigan income tax form compensation paid to the bidder’s owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

- Bidder does not qualify as a Michigan business (provide name of State): _____
- Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code): _____

Authorized Agent Name (print or type) _____

Authorized Agent Signature _____

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 §268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.1264

SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN COUNTY OF __

_____, being duly sworn, deposes and says:

That _____ (The "Bidder") has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

Project Name: _____

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1. That there are no such familial relationships existing at this time.

OR

2. That a familial relationship exists between

_____,

an owner employee of the Bidder who is the _____

relationship

of _____, who is a member of the Board, the Superintendent.

Deponent _____

Subscribed and sworn to before me this ____ day of _____, 20____

Acting in: _____

My commission expires: _____

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal.

Certification

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business" as the term is defined in the Act.

Signature

Title

Company

Date

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and,
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

Signature

Title

Company

Date

REQUEST FOR INFORMATION

PROJECT: **Electrical Maintenance Services**

COMPANY: _____

NAME: _____

PHONE: _____

E-MAIL: _____

DATE: _____

QUESTION:

(Type or print in box, or attach additional typed pages with this cover page.)

SEND TO: Marc Bennett
Grand Rapids Public Schools
E-Mail: Bennettm@grps.org