LAWRENCE PUBLIC SCHOOLS

REQUEST FOR PROPOSALS
FOR

HVAC IMPROVEMENTS

February 11, 2019

I. TABLE OF CONTENTS

I. Table of Contents

II. Project Description, Goals, and Guidelines

III. Proposal Components/Format

IV. The Selection Process

V. Instructions for Submitting Proposals

VI. Contract Terms and Conditions

VII. Exhibits

1. Exhibit A List of District Facilities
2. Exhibit B-1 Acknowledgement of RFP Requirements
3. Exhibit B-2 Statement/Acceptance of Project Management Responsibilities
4. Exhibit C Affidavit of Bidder
5. Exhibit D Affidavit of Compliance - Iran Economic Sanctions Act
6. Exhibit E Certificate or Memorandum of Insurance

II. PROJECT DESCRIPTION

Lawrence Public Schools (the "District") requests detailed proposals for the design and implementation of HVAC cooling upgrades at the District's facilities (the "Project"). This Request for Proposals (the "RFP") is being utilized to provide a competitive means in which the District may select a single design-build contractor to implement the Project in accordance with the Michigan Revised School Code, MCL 380.1274a. Bidders submitting a Proposal in response to this RFP are variously referred to as a "Bidder" or a "Contractor."

1) In general, the components of the Project are to:

   a) Design, provide, equip, and install the key improvements described in Section II, Subsection 3 below.

   b) Provide a minimum 18-month warranty on all equipment, materials, design and workmanship from the date of final acceptance by the District. A longer warranty is advantageous to the District on individual pieces of equipment and/or the overall project.

   c) Design a Project that will have one (1) contract between the District and the selected Contractor. The District will not have separate contracts with a subcontractor as part of the overall performance contract scope of the Project, other than for any required asbestos remediation, if necessary.

   d) Proposals shall provide a written detailed breakdown showing separately the cost of the Base Proposal Scope.

2) General Guidelines

   a) District will incur no start-up costs. District, at its sole discretion, shall determine the method and term of financing any costs of the Project, if any.

   b) The Bidder will be responsible for all reporting requirements under MCL 380.1274a, including actual energy consumption at the relevant facilities during the 12-month period before the Project.

   c) Bidders shall ensure compliance with 1937 PA 306, as amended, and 1980 PA 299 (including, specifically, MCL 339.2011), as amended. The selected Bidder shall provide all services identified in those acts that may or must be performed by an "architect" and/or "engineer," including supervisory and cost estimating services. Specifications for the Project shall be generic in character and, to the extent possible, shall not include proprietary equipment or technology developed by the Bidder or in which the Bidder has an interest. Further, the selected Bidder shall satisfy all requirements relative to filing plans with and obtaining approval of the State of Michigan for the Project. The selected Bidder shall be responsible for obtaining all necessary permits and inspections by local and or state authorities as applicable. The selected Bidder will be responsible for all costs and work associated with code compliance due to Individual pieces of equipment proposed.

d) The proposal shall provide training programs for applicable District personnel that enhance the overall efficiency of energy consuming operations within the District's facilities.

e) The Project must begin after school ends in June, 2019 and complete before school starts in August, 2019.

3) Desired Scope

a) At a minimum, proposals should address the "Base Proposal" below.

b) **Base Proposal Scope (Priority 1).** The following must be included in your proposal. The Base Proposal should address potential energy savings available for each improvement.

1. Establishing a complete air conditioning solution at the Elementary School, which includes removal and replacement of 14 unit ventilators. Replacements must include false backs and end fillers (assuming replacements are smaller than existing UVs) and include DX Cooling Coils;

2. Installation of 50 new condensing units at the Elementary and JR/SR High Schools; and

3. Energy controls necessary to implement the foregoing.

4. Any and all necessary tradesman work to complete project.

III. COMPONENTS OF PROPOSAL / FORMAT

Proposals must also contain the following information in the order and layout requested.

Section #	Section Title	Contents
1	Cover Letter (Should not Exceed Two Pages)	• Summary of the information presented in the proposal • Names and telephone numbers of persons authorized to provide any clarification required • Statement accepting the terms of the solicitation
2	Executive Summary	• Unique qualifications and capabilities for the project. • Pertinent corporate information.
3	Basic Information	• Table of Contents • Bidder address/contact information
4	Team	• Identify who will supervise the Project in accordance with MCL 388.851 *et seq*.

		• Organizational chart of team members assigned to this project • Resumes of team members
5	Schedule	Project timeline • Show project schedule and completion timetable • Confirm that construction will be performed so as not to disrupt normal class schedules, including after hours as needed.
6	Equipment	• Describe any relationships with manufacturers of energy equipment, including those manufactured by the respondent or listed subcontractors.
7	Warranties	• Provide a table identifying a summary of all warranties and who is providing them. • Describe the warranties by equipment type. • Describe correction warranty for faulty workmanship.
8	Training/Programs	• Provide description of training accounted for in the contract Project price. • Identify hours, number of people covered, number of days (if applicable) and location. • If some costs or training is optional or additional, list training in Sections 24 or 25 as appropriate. • Describe any customer support programs provided in the Project including the availability, duration and services provided. If the Contractor proposes a maintenance program, information must be provided detailing services provided and terms of contract, if any.
9	Safety	• Summarize your firm's safety program and OSHA practices. • Describe your firm's safety practices for working on K-12 school sites.
10	Assurances	• Acceptance of bid terms and assurance that all work will be performed in accordance with applicable codes AND that appropriate permits will be obtained by the Bidder. Attach RFP "Exhibit B-1". • Provide statement of Project management responsibility. Complete RFP "Exhibit B-2".

		• Complete RFP "Exhibit C" (Familial Disclosure Affidavit). • Complete RFP "Exhibit D" (Affidavit of Compliance – Iran Sanctions Act).
11	References	• Provide information on three (3) educational institution contracts within the past 5 years. • Provide information on three (3) additional contracts. • Any references shall include: Customer Name; Name and Telephone Number of Contact; Brief Description of the Project; Project Beginning and Ending Dates.
12	Past Non-Performance	Provide a complete list of <u>all</u> projects that in the last 15 years: • have past or pending lawsuits or litigation regarding contract with a customer (list reasons); or • have past "out of court" settlements regarding a contract (list reasons). • if any of the above does not apply, provide an acknowledgment letter stating each that does not apply, signed by an officer of the respondent company. (Please include title of company officer).
13	Financial Stability	• The Bidder shall include the company's annual report, audited financial statements or equivalent from the most recent, complete year. • Bidders shall also provide information documenting source(s) and levels of financing (e.g. a letter from a financial institution describing a relationship with the Bidder, a statement of public holdings, etc.) • The District may, during the evaluation process, request additional financial information to supplement and clarify the information provided in this response.
14	Bid Security	• Include bid security in the form of a bid bond or certified check equal to 5% of the proposed contract amount. Include copies in each of the proposal copies. Omission may disqualify the bid.
15	Signature	• Signature acknowledging review and acceptance of RFP requirements. • Signature by authorized Bidder officer.

16	Addl. Capabilities	• Other Bidder capabilities. This demonstrates any additional value your firm brings as a partner with the District. These services do not have to be priced and will not be considered part of the Base Bid price.

IV. THE SELECTION PROCESS

1) Estimated Timetable

The District expects to undertake the selection process described below according to the following schedule. Notwithstanding the foregoing, the District reserves the right, in its sole and absolute discretion, to make modifications to or alter the following schedule as it determines to be in its best interests.

Action	Date
Release of RFP	February 11, 2019
Mandatory Job Walk at 2:00 p.m. (EST)	February 20, 2019
Last Day to Submit Written Questions by 2:00 p.m. EST	March 1, 2019
District's Written Response to Questions	March 4, 2019
RFP Response Due at or before 5:00 p.m. (EST)	March 13, 2019

2) Mandatory Pre-Proposal Walk

The District will conduct a **mandatory Pre-Proposal Meeting for all Bidders on February 20, 2019.** The Pre-Proposal Meeting will commence at 2:00 p.m. (EST), (Meeting held in Jr. Sr. High Library. Enter front of building, south entrance, parking on street. Check into office upon entry.), Lawrence Jr. Sr. High School, 650 W. St. Joseph St., Lawrence, MI. Bidders that fail to attend the mandatory Pre-Proposal meeting will be ineligible to respond to this RFP.

3) Submission of Proposals

Bidders shall submit Proposals as described herein.

4) Proposal Evaluation

A committee composed of District representatives will evaluate all proposals. The evaluation committee may conduct interviews with the finalists to clarify information provided in their respective proposals. The District's Board of Education will make the final selection based upon the District's evaluations and such other factors as the Board of Education deems to be in its best interest. The District reserves the right, in its sole and absolute discretion, to reject any and all Proposals, in whole or in part, to waive any irregularities in any Proposal or the RFP process, and to award the contract to other than the lowest Bidder.

V. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1) Requests For Further Information

Any questions, interpretations or clarifications, either administrative or technical, about this RFP should be directed to Gretchen Gendron, Superintendent in writing at gretchengendron@lawrencetigers.com. All written questions, not considered proprietary, will be answered in writing and conveyed to all responding firms. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding.

2) Submission Of Proposals

Each proposal must be an original and hard copy, and signed by an authorized member of the Bidder's firm. This member should be the highest-ranking officer at the local level. ***No oral, faxed, or emailed proposals will be accepted.*** Each Proposal must be submitted on the proposal forms attached to this RFP. Bidders shall submit sealed, written proposals by **5:00 PM local time, March 13, 2019** (the "Due Date") at the Lawrence Public Schools Superintendent's office, 650 W. St. Joseph St., Lawrence, MI. Bids should be addressed to Ms. Gretchen Gendron, Superintendent and should be clearly marked "Proposal for HVAC Improvements." ***An original and three copies of the proposal shall be submitted. Bids shall be sealed and shall be addressed to Lawrence Public Schools, Attention: Ms. Gretchen Gendron, Superintendent.*** Late bids will not be considered or accepted. At the specified location and date and time set forth above, all timely submitted proposals shall be publicly opened, dated and read aloud. Based upon proposals reviewed the District may select Bidders, in its sole discretion, to be interviewed. Once interviews, if any, are completed and any additional information required by the District is provided, the District shall select a Bidder to enter into a final agreement as the Selected Contractor. Such selection shall not be binding upon the District until such time as the Board of Education approves the final contract in accordance with Michigan law and the Reservation of Rights provision under Paragraph 6 below.

Lawrence Public Schools reserves the rights to disqualify from consideration proposals which do not provide all of the information requested in this RFP.

3) Bid Security

Required. Refer to Section VI (Contract Terms and Conditions Section).

4) Performance Bond and Labor and Material Payment Bond

Required. Refer to Section VI (Contract Terms and Conditions Section).

5) Proprietary Information

After proposals have been opened, all proposals shall be subject to the Michigan Freedom of Information Act (442 PA 1976), unless the information thereof falls under an exemption.

6) Reservation of Rights

The District reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all proposals with or without cause. The District further reserves the right to waive any irregularity or informality in the RFP process or any proposal, and the right to award the contract to and to accept the proposal or proposals which the Board of Education determines will perform in the District's best interests. The District reserves the right to request additional information from any or all Bidders. The District reserves the right to select one or more Bidders to perform the Project on behalf of the District. The selection of a Contractor shall not be binding upon the District until the contractor agreement is approved by the Board of Education in accordance with Michigan law. In the event the District and the selected Bidder are unable to agree to acceptable terms and conditions, the District, in its sole discretion, may elect to terminate the award, reject the selected Bidder's proposal, and select another Bidder.

7) Cost of Proposal Preparation

The cost of preparing a response to this RFP, including site visits and preliminary engineering analyses, will not be reimbursed by the District.

8) RFP Information Controlling

The District intends that all Bidders shall have equal access to information relative to the District's requirements under this RFP. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request for Clarification or other written response thereto, or in the proposal.

9) Release of Claims

Each Bidder, by submitting its Proposal, releases the District from any and all claims arising out of, and related to, this RFP process and selection of a winning Bidder.

10) Finality of Decision

Any decision made by the District, including the Contractor selection, shall be final. However, any initial selections made by the District are subject to the execution of an acceptable contract and, at the District's discretion, the procurement of acceptable financing for the Project.

11) Irrevocability of Proposals

A proposal may be withdrawn after it is received by the District by written request signed by the Bidder or authorized representative, prior to the time and date specified for RFP response submission. A proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

12) Collusive Bidding

By submitting a proposal, each Bidder certifies that its proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

VI. CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall be incorporated into the final contract negotiated between the parties. ***All objections/exceptions to these terms and conditions must be identified in a Bidder's Proposal. The failure to identify objections/exceptions in the proposal shall be deemed to be an irrevocable acceptance of all terms and conditions stated below.***

1) Proposals are to be submitted as outlined in the Components of Proposal Section. The proposal must be signed with the Bidder's name and by a responsible officer or employee of the Bidder. Obligations assumed by such signature are binding upon the Bidder.

2) Proposals must be received by the Due Date specified in this RFP. Late proposals will not be considered or accepted.

3) In the execution of the contract, it may be necessary for the Selected Contractor to subcontract part of the Project to others. The Selected Contractor shall inform the District as to which subcontractors will be used. Subcontractors used shall be subject to the approval of the District. The Selected Contractor shall be fully responsible to the District for the acts and omissions of its employees, its contractors, subcontractors, consultants, architects, etc., and of persons, whether directly or indirectly employed by the Selected Contractor. Nothing in this RFP or the resulting contract shall create any contractual relationship between any subcontractor and the District. The Selected Contractor shall not assign, transfer, convey, or otherwise dispose of the contract between Selected Contractor and the District, or any part thereof, or the District's right title, or interest in the same, or any part thereof, without previous written consent of the District. The Selected Contractor shall not assign any power of attorney, or otherwise any monies due or to become due and payable under the agreement without previous written consent of the District.

4) Prices for supplies, materials, and equipment are to be F.O.B. job site delivered and/or installed and are to be firm for 90 days from the Due Date for proposals. No charges for shipping, packing, drayage, or for any other purpose will be allowed over the price quoted herein.

5) Each proposal submitted shall include and the successful Selected Contractor will be required to pay all taxes which are levied by Federal, State or municipal governments upon labor, and for material incorporated into the Project. The District reserves the right to require evidence of payment of such taxes prior to final payment.

6) The Bidder must provide a detailed Project Schedule. The Project shall be completed without interference with the District's educational, extra-curricular or athletic programs. The Selected

Contractor shall maintain a rate of work progress to ensure completion of the Project within the timeframes set forth in the agreed upon Project Schedule.

7) A bank money order, certified check or bid bond must accompany all Proposals by a recognized surety company for not less than five percent (5%) of the amount of the Proposal submitted and made payable to the District as required by MCL 380.1267 ("Bid Security"). The Bid Security is a guarantee the Selected Contractor will, in case its Proposal is accepted, enter into a contract with the District within sixty (60) days, unless extended by the District, to construct the Project proposed and to give satisfactory performance and payment bonds in the amount of the contract as specified. The bank money order, certified check or bid bond of the Selected Contractor will be forfeited to the District upon failure to enter into such contract and to give such bonds. The bank money order, certified check or bid bond of the Selected Contractor will be returned as soon as the contract is signed by the Selected Contractor and returned to the District.

8) Prior to commencement of the Project, the Selected Contractor shall furnish performance bonds and labor and material payment bonds as required by MCL 129.201, *et seq.* in such form as the District may require, securing the faithful performance of such contracts and payment of all obligations arising thereunder. Such bonds must be for the full amount of the contract with a surety company in good standing and licensed to do business in the State of Michigan. The Selected Contractor shall include in the Base Proposal the cost of furnishing such bonds/securities.

9) The most current Michigan laws and regulations regarding sales and use tax shall apply and the cost of same shall be included in the Proposals.

10) The District will continue to occupy the buildings and site during the normal school year. Any installation work not completed during the summer recess shall be performed around instructional periods including after regular school hours, on weekends, on scheduled holidays, or as arranged and approved by the District during regular school hours.

11) The Selected Contractor will, at all times, keep the job clean of all debris and rubbish resulting from its operations and, upon completion of its work, will promptly remove all tools, equipment, excess material, and any rubbish caused by its work and personnel. Selected Contractor will protect all of its material and work from hazards and be fully responsible for their condition until accepted by the District, and shall also be responsible for any damage attributable to the work or property of others, including but not limited to, the property of the District. Selected Contractor will reimburse District for any expenses incurred to keep the job clean and clear of all debris and rubbish resulting from Selected Contractor's failure to comply with this paragraph.

12) The Selected Contractor shall not use or permit any of its employees, contractors, subcontractors or consultants to use any equipment, hoists, staging, scaffolds, or any other material belonging to the District without prior written consent.

13) Each proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of

the District's Board of Education or Superintendent. Proposals not accompanied by a sworn and notarized statement will not be accepted by the board.

14) Each proposal must be accompanied by a sworn and notarized statement certifying that the Bidder is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act.

15) The Selected Contractor shall procure and maintain during the life of the contract the following insurance coverages from a company or companies licensed to sell insurance in Michigan with an A+ A.M. Best rating, or equivalent: Workers Compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of $2,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability, professional liability insurance in an amount of $2,000,000. In addition, the Selected Contractor will procure and maintain an Umbrella Liability policy in the amount of $5,000,000. Such insurance will protect the Selected Contractor and shall name the District and the Project site as additional or co-insured's.

    The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of $2,000,000 per occurrence on an occurrence basis coverage shall be maintained without interruption from date of commencement of operations under the contract and throughout the term of the contract. Professional liability insurance may be on a "claims made" basis.

    All certificates of insurance must be included in the attached **Exhibit E**. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to the District.

16) The Selected Contractor shall indemnify, reimburse, hold harmless, and defend the District, its Board Members (in their official and individual capacities), officers, employees, students, volunteers, and agents for and against all suits, actions, legal proceedings, claims of any nature and kind, demands, and all damages, loss, costs, expense, taxes, penalties, fines, liens, and actual attorney's fees and expert witness fees incurred, caused by or arising from or attributable, whether in whole or in part, directly or indirectly, to:

    a) any negligent or willful or intentional or criminal acts or omissions of, or a breach of contract by, the Selected Contractor or its principals, shareholders, employees, agents, attorneys, accountants, contractors or subcontractors;

    b) any claims by any employees or former employees of the Selected Contractor or its agents or subcontractors, regarding any matter relating to their employment;

    c) any matter for which the District may be held strictly liable, but which is the result of, in whole or in part, the negligent or willful or sole acts or omissions of the Selected Contractor or its principals, shareholders, employees, agents, attorneys, accountants, and/or subcontractors;

    d) any tax or levy imposed upon or charged to the District as a result of compensation or any other amount paid to the Selected Contractor under or pursuant to the contract; and

e) any breach by the Selected Contractor or its subcontractors, agents, or consultants of the resulting contract with the District.

17) The Selected Contractor shall provide the District constant access to any computer system hardware and software used to develop and/or store Project data, no matter where or by whom produced or operated and Selected Contractor shall facilitate placing the District online with same by modem, station, or other method of connection, if such connection is possible. The drawings, specifications, and all other documents, electronic or otherwise, prepared by the Selected Contractor and/or its employees, contractors, subcontractors or consultants for this Project (collectively referred to as the "Instruments of Service") are instruments of the Selected Contractor's service and, unless otherwise provided, the Selected Contractor shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Selected Contractor shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the District's use and occupancy of the Project. The District shall have a nonexclusive, irrevocable license, and right to access, use, and reproduce the Instruments of Service for purposes of constructing, using, maintaining, altering, and adding to the Project or completing the Project. On behalf of, and for the benefit of, the District, the Selected Contractor shall obtain similar rights from the Selected Contractor's consultants consistent with this provision. Such rights shall, without limitation, authorize the District and other Contractors, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the District's consultants, and separate contractors and other design professionals, to utilize and to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the Project. Any termination of the contract with the Selected Contractor for any reason or under any condition shall in no way terminate or otherwise diminish the licenses and rights described herein. The Selected Contractor also shall secure on behalf of the District an irrevocable license to use any and all software necessary to operate the improvements provided through the Project as designed and intended.

18) All Selected Contractor overhead necessary for its performance of the Project is included in the Proposal price, unless otherwise specified herein.

19) The Selected Contractor will not discriminate against any employee or applicant for employment, to be employed in the performance of the contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of the contract.

20) If the Selected Contractor shall neglect to execute the work properly, or should refuse to remedy any defects in the work due to inferior quality of workmanship or material, or should in any manner fail to perform any provision of the contract, the District, after seventy-two (72) hours written notice to the Selected Contractor, may terminate the contract, and/or may correct such deficiencies and deduct the cost thereof from payment due the Selected Contractor. Additionally, the contract may be terminated for any reason by the District upon not less than thirty (30) calendar days' written notice to the Selected Contractor. In the event of termination not the fault of the Selected Contractor, the Selected Contractor shall be compensated for services performed up to the date of termination.

21) The Selected Contractor shall perform its obligations hereunder in compliance with each and every Federal, State and Local law, statute, act, rule, regulation and ordinances, orders and codes, including applicable licensing requirements. The Selected Contractor shall comply with sound engineering and safety practices and any and all District and/or District Board of Education policies, practices, procedures and rules, past, present and future. The Selected Contractor shall be responsible for obtaining all governmental permits, consents and authorizations as may be required to perform its obligations.

22) The Selected Contractor shall perform its work, particularly its professional design work, consistent with the highest professional standard applicable to the profession and/or trade associated with the portion of the work of Selected Contractor at issue in a given circumstance.

23) The Selected Contractor shall provide a composite floor plan of each building reflecting each and every change resulting from the Project. The final composite plan shall show the District's room number and/or text label for all rooms and spaces. The Selected Contractor shall prepare and provide a set of "As-Built" drawings showing changes in the work made during the Project. The Selected Contractor shall certify these drawings as accurate; provided the Selected Contractor's certification shall be made to the best of the Selected Contractor's knowledge. These drawings shall be provided in the form of reproducible drawings and digital documents as specified by the District. Digital format shall include all the following:

    a) Copies of all drawing files in AutoCAD.

    b) A "TIFF File" version of each printed sheet in the reproducible drawing set.

    c) All digital files shall be presented on compact disk media.

24) Assignment and Subcontracting. The Selected Contractor may not, without the District's prior written consent, modify or change subcontractors or otherwise assign the contract, or part thereof, or any obligations thereunder, or arising from or relating to this RFP.

25) Independent Contractor. The Selected Contractor shall at all times be deemed a third party, independent contractor. Subject to the parties' independent contractor relationship, the District shall have the right to reasonably approve the identity of representatives and employees of the Contractor, or any related contractor or subcontractors. The District shall retain the right to request that any employee of the Contractor or subcontractor removed from, or transferred within, the Project.

26) Governing Law. This RFP, and any contract arising from this RFP, shall be governed by the laws of the State of Michigan. The applicable law for any legal disputes arising out of this RFP or any contract shall be the law of (and all actions hereunder shall be brought in) the State of Michigan, and the venue for such disputes shall be the Van Buren County Circuit Court. The Contractor shall comply with all applicable sound engineering and safety practices and any and all District policies, practices, procedures and rules. The Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations, as may be required, to perform its obligations.

Contractor acknowledges and agrees that this Project is subject to the requirements of the Revised School Code, the School Building Construction Act, the Occupational Code, and other laws related to the construction of school buildings, and further agrees that it will comply and ensure compliance with all applicable laws including the foregoing. Without limiting the breadth of the foregoing, Contractor shall ensure that District satisfies all filing requirements under MCL 380.1274a, either by filing the documents and information itself or by assisting the District in properly and timely filing such documents and information. Contractor shall work closely with the District with respect to the foregoing and shall keep the District fully informed of obligations and time frames.

27) Form of Contract. Any forms and contracts a Bidder proposes to include as part of any contract resulting from this RFP between the Selected Contractor and the District must be submitted as part of its proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. While a Bidder may submit a suggested form of contract with its proposal, the award of the proposal is subject to the negotiation of a contract to the reasonable satisfaction of a representative of the School and/or the Board, incorporating the terms and conditions of this RFP, and subject to the review and approval by the District's legal counsel.

28) Incorporation by Reference. The District considers this RFP legally binding and will require that this RFP and the Bidder's Proposal to be incorporated by reference into any subsequent contract between the Selected Contractor and the District. It should be understood by the Contractor that this means that the District expects the Selected Contractor to satisfy substantially all requirements listed herein. Exceptions should be explicitly noted in the Contractor's proposal. Lack of exceptions listed in the Proposal will be considered acceptance of all of the requirements and specifications presented in this RFP.

29) Payment and Performance Bonds. In compliance with Act 213, Public Acts of Michigan, 1963, as amended, the Selected Contractor shall execute performance and payment bonds acceptable to the District. One bond will be for the faithful performance and fulfillment of the contract and to include protection of the District from all liens and damages arising out of the work. The other bond will be conditioned for the payment of labor and materials used in the work and for the protection of the District from all liens and damages arising there from. Each of the bonds will be in the amount of one hundred percent (100%) of the total amount of the contract price, through satisfactory completion of installation.

30) Limitation of Liability. The District shall in no event be liable or responsible for damage or injury to any person or property related to the actions or inactions of the Contractor or the Contractor's employees and agents. The District shall not be required or permitted to indemnify the Contractor, its employees, agents or any other third party. Contractor shall not require District to waive claims prior to their accrual, including, for example, by way of limitation of liability provisions or waivers of certain types of damages.

31) Taxes. Contractor is required to pay all taxes applicable to this project, including all sales, use, employment and any other taxes levied by Federal, State or local units of governments related to the work and/or the installation thereof. The District reserves the right to require evidence

of payment of such taxes prior to final payment. All applicable taxes are deemed included in the Contractor's price.

32) Price and Payment Terms. The Contract price shall be as bid within the Proposal and shall be inclusive of all design services, labor, materials, fees, expenses, overhead and profit. No charges for shipping, packing, drayage, or for any other purpose will be allowed over the price quoted herein. Payments shall be no more than monthly and shall be based upon *percentage completion only*. Contractor shall be required to provide supporting documentation with each invoice or request for payment sufficient to permit the District to verify completion. No payment shall be due for materials not delivered to the worksite prior to payment requests. Prior to any payment, Contractor shall prepare and present to the District a schedule of values that provides a detailed breakdown of the associated cost of the Project. The schedule of values, unless objected to by the District, shall be considered when reviewing the Contractor's request for payment.

District shall make payment to Contractor within thirty (30) days' of receiving Contractor's invoice and supporting documentation, unless and to the extent the District reasonably disputes the invoice in good faith. District shall be entitled to withhold retainage of ten percent (10%) on all payments to Contractor until the project is finally completed. The Project will be considered finally completed when all work and punch list items have been verified complete and all project documentation has been submitted and accepted as complete, including but not limited to maintenance manuals, operation procedures, as-built drawings, and any other record documents of the project. Final payment by the District shall not constitute a waiver of claims against the Contractor; however, the Contractor's acceptance of final payment shall constitute a waiver of claims against the District.

33) Construction Administration Generally. Contractor shall provide daily on-site administration and supervision of all work, including work of subcontractors, at least in compliance with the requirements of 1937 PA 306 and 1980 PA 299. Contractor shall provide and update cost estimates, including estimates of variable costs and potential change orders, on a periodic basis and at least to the extent necessary to comply with 1980 PA 299. It is expressly acknowledged and understood, however, that, for purposes of the preceding sentence and otherwise, the Contractor's cost for performing the scope of work shall be ***fixed*** and shall not be increased under any circumstances other than a formally-approved change order increasing the Contractor's scope of work. Contractor shall comply with any and all other requirements of 1937 PA 306 and 1980 PA 299 in the performance of work hereunder. Contractor shall promptly notify the District of any discovered error or omission in the Instruments of Service or another contract document, and any means, methods, techniques or safety procedures of any subcontractor that fails to comply with industry standards.

34) Warranties. Contractor warrants that materials and equipment will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; that all equipment will be fit for the purpose for which it is intended; and that the Work and Services will conform to the requirements of the Instruments of Service and all other contract documents. Contractor warrants that the Work, and the materials and workmanship related thereto, shall be free from defects for a period of one year from final completion/installation. If Contractor fails to correct faulty, defective or nonconforming Work as provided in this

section within twenty-four (24) hours after notice in the case of emergency conditions, or within five (5) business days after notice in other cases, the District may correct such work at Contractor's expense, including costs incurred due to the removal of faulty, defective, or nonconforming work and removal and storage of equipment or materials left at the site. Nothing herein shall be construed to establish a period of limitation with respect to other obligations of the Selected Contractor. Establishment of the one-year period for correction of work described in this paragraph relates only to the specific obligation of the Selected Contractor to correct the work, and has no relationship to the time within which the Selected Contractor's obligation to comply with the contract may sought to be enforced, nor to the time within which proceedings may be commenced to establish the Selected Contractor's liability with respect to its obligations (including for defective work) other than specifically to correct the work.

Contractor warrants that it will assign any and all applicable warranties of third party manufacturers and suppliers to the District. Upon written notice from the District, Contractor shall, at its option, repair, or replace the defective Work with new parts or equipment (not reconditioned materials) or re-perform defective services. During the applicable warranty periods, Contractor shall pursue rights and remedies against manufacturers under the manufacturer warranties as necessary. Contractor shall notify the District of any claims under manufacturer warranties exercised by Contractor.

35) No Damages for Delay. Should the Selected Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of the District or by any other damage, act or cause beyond the reasonable control of the Selected Contractor, then the time fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of such event. Unless otherwise agreed by the District and the Selected Contractor via a mutually executed amendment or change order, such an extension shall be the sole remedy for the Selected Contractor for delays, and no monetary remedy of any nature shall be available to the Selected Contractor for such delays. Under no circumstance shall the Selected Contractor be liable to the District for costs associated with a delay in the prosecution or completion of the Project resulting directly from any act, negligence, delay, or default of the District, or for costs associated with delays resulting from any other damage, act or cause beyond the reasonable control of the Selected Contractor or any subcontractor for whom it is responsible.

VII. Exhibits

Exhibit A
List of Project Sites

Lawrence Elementary School
714 W. St. Joseph St.
Lawrence, MI. 49064

Lawrence Jr. Sr. High School
650 W. St. Joseph St.
Lawrence, MI. 49064

School Map

Attached Below

PARKING LOT CONCERN

Exit

Cafeteria

Kitchen

ROOFTOP

19

20 Hooper

22 Tech Lab 2

23 Str/Cond

Exit

Boiler Room

24

Exit

25 Richmond

2

Exit

Tartaglia 18B

18

17 Ryder

15 LaBond

13 Piecyk

11

16 Kline

14

12 SPED

10

Faculty Lounge

21 Smock

26

Lawrence Jr/Sr High School

27 C Orlaske

8 Tech Lab 1

6

Boys' Locker room

Girls' Locker room

Stairs to Balcony

Gymnasium

Exit

Auditorium

LAWRENCE JR. SR. HIGH SCHOOL 650 W. ST. JOSEPH ST.

Exit

9 Donovan Rozeveld

7 Library

2

5 Gilbert

4 Mullins

3 J Orlaske

2 Martinez

1 Amthor

Exit

HS OFFICE

SUPERINTENDENT OFFICE

Exit

Crippen Reed Office

Trowbridge Gendron Offices

UNWENT

GENDZENSE 29

LAWRENCE
ELEMENTARY
714 W. ST. JOSEPH ST.

UNIVERT 14
CONDENSE · 21

Exhibit B-1

BIDDER ACKNOWLEDGMENT OF RFP REQUIREMENTS

The undersigned declares that he/she has carefully examined the instructions and specifications contained in the RFP and will perform the work and services set forth in its sealed proposal for the price set forth in its sealed proposal.

Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Bidder MUST be specifically enumerated by the Bidder and be submitted as part of its proposal, together with an explanation as to the reason such terms and conditions of the RFP cannot be met by, or, in the Bidder's opinion, are not applicable to, the Bidder. The Bidder shall be required and expected to meet the specifications and requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Bidder's proposal and those exceptions or special considerations or conditions are expressly accepted by the District. All Pricing factors must be clearly indicated in the proposal forms provided as part of the Bidder's proposal.

Name of Bidder: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Representative/Title: _____

Signature: _____

Date: _____

Exhibit B-2

BIDDER ACKNOWLEDGMENT/STATEMENT OF ACCEPTANCE OF PROGRAM MANAGEMENT RESPONSIBILITIES

Provide 1) a statement of program management responsibility, including the supervision required for the Program pursuant to Act 306, Public Acts of Michigan of 1937, as amended, and 2) a statement of responsibility for all code compliance:

(Insert #1 here)

(Insert #2 here)

Name of Company: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Representative/Title: _____

Signature: _____

Date: _____

Exhibit C

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized office of _____ _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the advertisement for Request for Proposals for Energy Conservation Measures, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee Lawrence Public Schools and any member of the Board of Education of the District or the Superintendent of the District.

List any Familial Relationships:

1.
2.
3.
4.
5.

BIDDER:

_____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____.

_____
, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

Exhibit D

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

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the compliance certification requirement provided in Lawrence Public Schools (the "District") Request For Proposals For Energy Conservation Improvements on a Performance Contract Basis, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a contract as a result of the aforementioned Request For Proposal, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 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 District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

BIDDER:

_____

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____.

_____
, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

Exhibit E

CERTIFICATE OR MEMORANDUM OF INSURANCE