



Zakia Gibson, Ed.D.
Chief Education Officer

THE SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

12360 Woodward Avenue
Highland Park, Michigan 48203-3322

INVITATION FOR REQUEST FOR BIDS CONSTRUCTION SERVICES – WINDOW REPLACEMENT CONTRACT SCHOOL BUILDING

BID SUMMARY INFORMATION SHEET

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| I. Description of Work: | Window Replacement Contract |
| II. Location of Work: | Barber Preparatory Academy
45 East Buena Vista Street
Highland Park, Michigan 48203 |
| III. Documents Available At: | Visit the District's website at
HiPark.org/procurementrequests-for-proposals/ |
| IV. Bid Opening Date: | Tuesday, May 16, 2023 at 1:00 p.m. EST |
| V. Pre-Bid Meeting Date: | Tuesday, May 23, 2023 at 4:00 p.m. EST |
| VI. Bid Due Date: | Tuesday, May 30, 2023 by 5:00 p.m. EST |
| VII. Bid Opening Date: | Tuesday, June 6, 2023 at 6:00 p.m. EST |
| VIII. Bid Award Date: | Tuesday, June 13, 2023 at 6:00 p.m. EST |
| IX. Contact Person: | Zakia Gibson, Ed.D., CEO
The School District of the City of Highland Park
12360 Woodward Avenue
Highland Park, MI 48203
313-402-0266
GibsonZ@HiPark.org |

The School District of the City of Highland Park is a general powers school district in the State of Michigan, with authority prescribed by the Michigan Revised School Code, Public Act 451 of 1976, as amended. In 2018, the District successfully resolved its financial emergency and was released from state oversight. Pursuant to the terms of its approved Deficit Elimination Plan and certain related Orders of the Michigan Local Emergency Financial Assistance Loan Board (“EFLB”) the District is not permitted to directly operate schools until it has satisfied its repayment obligations to the EFLB. As a result, the School District currently exercises authority only to perform functions necessary to levy taxes, maintain its financial, business and record custodial obligations, and to grant charter contracts for the operation of public school academies (“charter schools”) in the School District boundaries. The School District provides its partner charter schools with oversight, operational guidance and support to ensure that quality free public educational options are being offered to students and their families in the District. The District is governed by a 7-member Board of Education whose members are elected by the voters of the city of Highland Park.

BOARD OF EDUCATION

Anthony Askew, President

Janet Spight White, Vice President

Lorne McGee, Treasurer

Cheryl Sanford, Secretary & Sergeant of Arms

Linda Wheeler, Trustee

Mark Ashley Price, Trustee

Doris Harris, Trustee

DISTRICT ADMINISTRATION

Zakia Gibson, Chief Education Officer

Robert Gavin, General Counsel

The Board of Education for The School District of the City of Highland Park (“School District”) is seeking fee bids from licensed construction contractors and/or companies for window replacement, including: (1) old window removal, and (2) new window installation by August 31, 2023.

This document provides pertinent information regarding the District and the scope of this Request for Proposals (“RFP”). Information has been provided to assist respondents in understanding the District’s requirements for formulating and submitting proposals in response. The attached forms and responses shall be executed by responding vendors in sufficient detail to demonstrate that the vendor possesses the requisite qualifications, capacity, ability, and resources necessary to meet the requirements of this solicitation to the satisfaction of the School District of the City of Highland Park (the “District” or “School District”) and the District’s Board of Education (the “Board”) for the proper determination of the most qualified and fiscally responsible bidder.

I. SUBMISSION OF RESPONSES

In order to be eligible for consideration, an electronic copy of a proposed engagement letter, inclusive of the standard terms and scope of engagement may be addressed and emailed or emailed to:

Zakia Gibson, Ed.D., Chief Education Officer
The School District of the City of Highland Park
12360 Woodward Avenue
Highland Park, MI 48203
313-402-0266
GibsonZ@HiPark.org

Cc: Attorney Rob Gavin
RGavin@ShifmanCarlsonLaw.com

no later than **Tuesday, May 30, 2023 at 5:00 p.m. EST.**

Proposals will be considered submitted upon receipt, as confirmed by inbound date and time stamp. Proposals not received prior to the submission deadline will not be accepted. The cover page of Proposals must clearly indicate the RFP for which the bidder is submitting a proposal. Respondents may submit answers to application and questions on separate pages, but all original signature pages must be executed and included in the proposal package in order for a submission to be considered complete.

II. INFORMATION TO BE INCLUDED IN ENGAGEMENT LETTER

A. ADDRESS: Letterhead and/or name of the company, address, telephone number, name of primary or contact person, and the date.

B. LETTER CONTENT:

1. Brief scope of work to be done and make a positive commitment to perform the work;
2. Give names of the persons who will be authorized to make representations for the proposer, their titles, and telephone numbers;
3. Fee Quote (include discount awarded due to the quantity of windows and non-profit status)
4. Describe the firm's experience with other Michigan school districts and/or schools.
5. List at least 3 references. (may be attached separately).

III. PROPOSAL RESPONSE

A. SCOPE OF WORK AND RELATED COSTS

Proposals should have a breakout of material and labor costs. Proposals should also have an approximate lead time for project completion. There are currently approximately 127 total fixed windows of various size and shape.

The replacement services should include the following:

1. Removal and disposal of old windows, trim (inside & outside), etc.;
2. Fitting and installation of new windows (both fixed and operable);
3. Emergency windows where required;

4. Riot or bullet resistant (or alternative recommendation) glass on the 1st floor;
5. Windows should be double pane, white vinyl, and have screens (as appropriate);
6. Operable windows should be to school code and regulations; and
7. Finishing trim (inside & outside)/caulk/hardware of new windows.

IV. TERMS/CONDITIONS AND AWARD PROCESS

A. No Commitment:

- a.** This RFP does not commit the Board to award a contract or for the District to pay any costs incurred in the preparations or submission of Proposals, or costs incurred in making necessary studies for the preparation thereof or to procure or contract for services or supplies. The Board reserves the right to reject any or all Proposals received in response to this RFP and to negotiate with any of the operators or other firms in any manner deemed to be in the best interest of the District.

B. Contract Terms:

- a.** The successful bidder will be expected to enter into a standard contract for the provision of construction services.
- b.** The successful bidder will be paid monthly based on the billable invoices on the 15th or the 30th of each month.

C. Termination:

- a. Termination for Convenience:** The District reserves the right to terminate the contract awarded pursuant to this RFP for convenience upon ten (10) days written notice to the successful bidder.

D. Successful Bidder's Qualifications:

- a.** Information shall be considered confidential other than any steps needed to verify its accuracy.
- b.** Proposals will only be considered from companies that have been actively engaged in work of similar size and type for a continuous period not less than the preceding three (3) years, under the same management in effect at the time of bid submission.
- c.** Bidders, or their authorized representatives, are expected to familiarize themselves with the District before submitting bids. Failure to do so will be at the Bidder's own risk.

E. Bid Evaluation and Award:

- a.** Responsive bids must be submitted in accordance with the Application Information Sheet and Proposal Pricing Form.

- b.** Contracts shall be awarded to the lowest responsive and responsible bidder, upon review and confirmation of required qualifications indicated in the instructions to bidders. Consideration will be given to the bidder whose applications demonstrates an understanding of the District's available resources and possesses the competency and responsibility to perform satisfactorily. The District will consider the bidder's record and performance of any prior contracts with the District, state departments or agencies, federal departments or agencies, or with other public bodies.
- c.** After the Board selects the winning proposal, the successful bidder will receive an Award Notification letter from the District requesting any and all required paperwork. The awarded Contractor must submit the fully executed contract within ten (10) working days after receipt of the request from the District. If all of the required documents are not fully completed and received within the time specified in the solicitation, award will be made to the next low responsive and responsible bidder.

F. Preference For Michigan Enterprises:

- a.** Preference shall be given to Michigan firms when the services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost.

G. Equal Opportunity and Non-Discrimination:

- a.** The District shall not to discriminate against bidders on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The bidders shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

H. Commencement of Services:

- a.** The District Board of Education shall have no obligation to pay for services performed before the Board approves the contract and purchase order and notice to proceed have been issued. The District shall have no obligation to pay for services in excess of the amount of the award. The Contractor shall not be authorized to proceed with any work until a purchase order is issued by the District and received by the Contractor.

I. Annulments and Reservations:

- a.** Right to Reject: The Board of Education reserves the right to reject any or all bids and re-advertise for other bids. The Board reserves the right to approve or disapprove the issuance of a purchase order and/or contract for the work described in this solicitation.
- b.** Waiver of Technical Defects: The Board of Education reserves the right to waive technical defects if it deems it in the best interest of the District.

J. Governing Law:

- a. The bid shall be construed in accordance with and interpreted under any applicable laws, rules, regulations and ordinances of the City of Highland Park (local), State of Michigan, and the United States.

K. Miscellaneous:

- a. Incorrect Invoices: Invoices will be returned for correction unless they contain the following information: Item numbers, description of item, quantity, unit prices with extensions, and total. Each invoice shall reflect the District's purchase order number, and all the items on the invoice shall be listed in the same sequence as listed on the purchase order.
- b. Partial Payments: Payment in full will only be made upon final acceptance of items as shown on the purchase order.
- c. Late Submissions of Invoices: Invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services and/or the goods and materials have been provided. If invoices are submitted one calendar year after the Contractor's services have been provided, or the last date when goods and materials were accepted by the Board, the District shall have no obligation to pay these invoices.
- d. Confidentiality: Any bidder acknowledges and agrees to hold all confidential information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display, or otherwise make available to any third persons such confidential information or any portion thereof without the express written consent of the District, which may be withheld in its sole discretion.
- e. Indemnity, Insurance, and Limitation of Liability: To the fullest extent permitted by law, the successful bidder shall indemnify and hold the District, its agents, officers, and employees harmless from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the successful bidder's performance of the work. The successful bidder shall maintain sufficient insurance as will protect it and the District from any claims that may arise out of or result from its work for the District. The final contract shall contain standard insurance coverage requirements for worker's compensation, automobile, general liability, and excess umbrella coverage as required by the District. The liability and obligations of the District under or in connection with the work shall be limited to payment of the price identified for the work to be performed. In no event shall the District be responsible for any punitive or exemplary damages, or any consequential, incidental, indirect, or special damages (including lost profits or revenue) of the successful bidder or any third party.
- f. Non-Assignability: This Contract shall not be assigned, or services subcontracted in whole or in part, without the District's prior written consent. Any attempt to do so without such written consent shall be void and of no effect.

- g. Independent Contractors: The successful bidder will be furnishing its goods and/or services as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer employee relationship.
- h. General Records: The contracts, files, accounts, records, and other documents related to this contract shall be open to examination and/or audit by the District and/or its designated agents and made available at any time upon reasonable prior notice, during the performance of this contract for a period of five (5) years after final payment or longer as required by law, rule, or regulations.
- i. Sole Agreement: This contract constitutes the sole agreement between the parties and no amendment, modification or waiver of any of the terms and conditions shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this contract.
- j. Criminal Background Checks: The successful bidder will perform sufficient criminal background checks (at minimum an ICHAT check) for all owners, employees, agents, representatives, contractors, and/or other personnel who will be on any District premises to carry out the work described herein. The successful bidder shall not utilize any such personnel on District property if the personnel are registered criminal sexual offenders under the Sex Offenders Registration Act, Public Act 295 of 1994, as amended, or have been convicted of a “Listed Offense” as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.
- k. Contract: Any contract resulting from this RFP will include these foregoing provisions.

V. AWARD SUBMISSION REQUIREMENTS

Complete the following application materials to be considered for this proposal:

1. Application Information
2. Agreement to Comply with Applicable Law
3. Conflict of Interest Disclosure
4. Non-Collusion Affidavit
5. Iran Economic Sanctions Compliance Affidavit
6. Anti-Bribery Affidavit
7. Insurance Certificate
8. Copy of State of Michigan Certificate of Good Standing (LARA)
9. W-9
10. Copy of Contractor and Subcontractor Prequalification Certificates
11. Copy of State of Michigan Contractor’s License

If selected, applicants will be required to work with the District to finalize requirements for any of the aforementioned provisions. The additional documentation and information required shall be provided to the selected contractor.

If you have additional inquiries, please feel free to contact Zakia Gibson, Ed.D. at 313-402-0266 or GibsonZ@HiPark.org