

DUNDEE COMMUNITY SCHOOLS

REQUEST FOR PROPOSAL

Furniture

Issued: April 26, 2019

Questions Due May 3, 2019
before 1:00 p.m.

Sealed Bids Due: May 10, 2019
before 1:00 p.m.

Dundee Community Schools

Request for Proposal – Furniture

Section 1 **Goal of this RFP**

The goal of this Request for Proposal (RFP) is to provide new furniture for the K-12 buildings of Dundee Community Schools (School District).

Section 2 **Submission Deadline and Requirements**

The date and time for receipt of Proposals is:
FRIDAY, MAY 10, 2019 before 1:00 P.M.

- 2.1 Proposal Envelope: An sealed envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
FURNITURE
[Bidder's Name]
[Bidder's Address]
[Bidder's Telephone Number]

The envelope must also be addressed and delivered as follows:

Dundee Community Schools
Superintendent's Office
420 Ypsilanti Street
Dundee, MI 48131

- 2.2 Late Proposals: Each Bidder is responsible for submission of its Proposal. Proposals or Proposal revisions received after the due date will not be accepted or considered. The School District shall not be liable to Bidder for any delivery or postal delays.
- 2.3 Returned Proposals: All Proposals received after the due date will be returned to the Bidder unopened.
- 2.4 Signed Original Proposal: Each Proposal must be an original along with a hard copy, and signed by an authorized member of the Bidder's Company. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP. The original copy must be clearly indicated.

- 2.5 Opening of Proposals: At the specified location, due date and time stated above, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered, however, the Bidder should be prepared to be interviewed immediately after the bid opening by the District, if they so choose.
- 2.6 E-Mail Clarifications: The School District intends to communicate with Bidder's via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications, include e-mail.
- 2.7 Intent to Respond: Each Bidder who intends to submit a Proposal in response to this RFP shall submit an "Intent to Respond" via e-mail to Sharon Ramirez, CFO, at sharon.ramirez@dundee.k12.mi.us **before 1:00 p.m. on Friday, May 3, 2019.** The Intent to Respond shall include the name of the Bidder, the name of a contact person and that person's e-mail address. Enter "Furniture" in the Subject line of the email. The failure to submit an "Intent to Respond" email shall not disqualify a bidder from submitting a proposal; however, the bidder shall be deemed to have received the same information as disseminated to those submitting an "Intent to Respond" email and must, therefore, find alternative means of obtaining such information.
- 2.8 Additional Requests for Clarification: Prospective Bidders may request that the School District clarify information contained in this RFP. All such requests or questions regarding this RFP must be received before 1:00 p.m., Friday, May 3, 2019. Questions must be submitted via email to Edward Manuszak, Superintendent, at edward.manuszak@dundee.k12.mi.us. Enter "Furniture" in the Subject line of the email. **No response will be made to oral questions.** All questions and answers will be sent to all Prospective Bidders via e-mail. It is the Bidder's responsibility to check their e-mail prior to the RFP due date to ensure that it has received all information, including, but not limited to, all addenda to this RFP.
- 2.8.1 Addenda to the RFP: If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that submitted an Intent to Respond. All addenda shall become a part of the RFP. Each Bidder must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of, any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
- 2.8.2 RFP/Proposal Information Controlling: The School District intends that all Bidders shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in this RFP, an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 2.8.3 Finality of Decision: Any decision made by the School District, including award of the Contract, shall be final.

- 2.8.4 **Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School 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 other than the Bidder submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Bidders. The School District reserves the right to negotiate with the Bidders concerning their Proposals.
- 2.8.5 **Release of Claims:** Each Bidder, by submitting its Proposal, releases the School District from any and all claims arising out of, and related to, the RFP process and award of a Contract.
- 2.8.6 **Bidder Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 2.8.7 **Irrevocability of Proposals:** Bidders may withdraw their Proposal, if so desired any time before the due date. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the due date.
- 2.9 **Collusive Bidding:** The Bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Section 3 **Method of Bidding**

Each bidder shall submit his/her proposal in the following ways:

- 3.1 Bidders shall use the Bid Proposal instructions included in this document.
- 3.2 Bids must include Attachment A Familial Disclosure Statement.
- 3.3 Bids must include Attachment B Affidavit of Compliance – Iran Economic Sanctions Act.

Proposals shall be accompanied with a brochure or descriptive literature, specifications, pictures and manufacturer's data for each model bid.

Section 4 **Pricing**

Pricing shall be FOB delivered, unloaded and installed at multiple locations. No additional charges shall incur for unpacking, unboxing, uncrating or delivering new equipment.

Section 5 **Right to Reject Bid**

Dundee Community Schools reserves the right to waive irregularities and to accept and/or reject any or all bids and in its sole discretion to be in the best interest of the school district and in compliance with law. The bidder, in submitting his/her bid, agrees to accept the decision of the

School District as final. Dundee Community Schools retains the right to award all equipment to one bidder or to split out the award to more than one bidder at its own discretion.

The Bidder shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest.

Section 6 Award

It is the intent of Dundee Community Schools to award the bid no later than Monday, May 13, 2019. It is highly desirable for the furniture to be installed and operational by August 23, 2019.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the RFP requirements and that bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.

The following criterion shall be considered in making an award, in no particular order: quality of the materials, conformity to listed specifications, delivery of the within the required time schedule, warranty provided, price, references, or any other criteria deemed important by Owner.

Section 7 Instructions to Bidders and Terms and Conditions

Bidder must clearly state in the bid any exceptions to the enclosed specifications. The failure to clearly and separately identify any exception(s) to this RFP and/or the specifications shall be deemed an agreement to all such terms. No exception(s) will be considered after the bid deadline.

Bidder must provide the brand name, relabeled name (if applicable), model number and manufacturer's number for all equipment proposed.

- 7.1 The furniture is to be furnished in accordance with the specifications attached hereto and deliveries are to be made only upon purchase order(s) issued by Dundee Community Schools. Important Note: Photos in RFP may or may not be representative of the colors stated in the description. Please pay particular attention to the colors listed (photo of sample may or may not be the same color).
- 7.2 It is understood that Dundee Community Schools is a governmental unit, and is exempt from the payment of all State and Federal Taxes applying to the products specified in this document; therefore, the prices quoted by the Bidder should not include any taxes. The successful bidder shall pay all other taxes required by law.
- 7.3 The following items must be included in your base bid price: Delivery and installation of the furniture. Lifetime warranty.

The attached Bid Proposal Form must be completed and enclosed as part of the bid proposal. Submit duplicate copies of all documents.

- 7.4 Any deviation or voluntary alternates to bid specifications must be submitted in writing with bid response.
- 7.5 Bidder must provide all workers compensation and general liability insurance coverage for all workers involved in delivery, moving and installation of furniture.
- 7.6 At all times the Bidder will comply with all applicable laws. If the Bidder's Proposal is accepted, the Bidder will continue to comply with all applicable laws during the performance of the contract.

- 7.7 The Bidder agrees to accept responsibility for loss or damage to any person or property, and to defend, indemnify, hold harmless and release the School District, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Bidder hereunder, whether or not there is concurrent negligence on the part of the School District, but excluding liability to the extent of the School District's negligence. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.
- 7.8 Under no circumstances shall the School District pay for any defective or damaged furniture or furniture that fails to meet the requirements of this RFP. Upon delivery of the furniture, the School District reserves the right to reject furniture that does not meet the School District's technical or aesthetic requirements, including color requirements.
- 7.9 No contractual relationship shall be established between the School District and the selected Bidder merely because the School District accepted the Proposal. No contract shall exist until the School District's Board of Education approves a formal, written contract and such contract is signed by the School District's authorized representative.
- 7.10 The provisions of this RFP will be incorporated into any contract between the School District and the selected Bidder.

Section 8 Addenda

Each bidder shall ascertain prior to submitting his/her bid that he/she has received all addenda issued. Addenda issued during the time of bidding shall become part of the contract documents and receipt thereof shall be acknowledged on the bid proposal.

Addenda will be posted to the website www.dundeecommunityschools.org. Copies of addenda will be made available for inspection wherever contract documents are on file for that purpose. It is the responsibility of the bidder to refer to the website for any addendums.

Section 9 Furniture

See attached specifications for quantity and type of furniture requested under this RFP. Many hours of review and consideration have been invested in selecting these pieces. Dundee Community Schools will consider substitute items, in the Bidder's discretion, but only a slight variance will be tolerated. Color palette must be close to the requested color as described for each item as determined in the School District's sole discretion. Dundee's school colors are royal blue and white. Items requested with an example of blue are desired to be as close to royal blue as possible. Sample photos may or may not be representative of the color requested, so please pay close attention to the color stated in the description. **Bidder should submit bids using the Bid Proposal Form and the attached spreadsheet.**

BID PROPOSAL FORM

Dundee Community Schools

REQUEST FOR PROPOSAL – FURNITURE

The undersigned understands that the Owner reserves the right to reject any and all bids in whole or in part, and to waive informalities and irregularities in bidding. Owner also reserves the right to hold bids for a minimum of 90 days from bid opening date.

If award is made to us under this proposal, we agree to enter into an Agreement with Dundee Community Schools to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, drawings and specifications.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Dundee Community Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Dundee Community Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Dundee Community Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name, title, and signature of individual duly authorized to execute contracts:

Name _____

Title _____

Signature _____

ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum # _____ dated _____, 2019

Addendum # _____ dated _____, 2019

Addendum # _____ dated _____, 2019

NAME OF BIDDER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

WARRANTY INFORMATION:

Furniture

BASE BID: Please use the attached spreadsheet.

Bidder shall complete the following section in order to be considered for this bid award.

We have attached complete descriptive literature, official product warranty and specifications, for the materials being bid.

Yes No

We have read the bid instructions, specifications and requirements thoroughly.

Yes No

We acknowledge that all bid proposals will be evaluated as "submitted".

Yes No

We acknowledge that the School District may, at their option, reject any or all bids, and award to the bidder with the lowest responsive and responsible bidder, while reserving the right to select all, some, or none of the quoted prices.

Yes No

Dundee Community Schools

REQUEST FOR PROPOSAL – FURNITURE

Attachment A

DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner and any employee of the vendor/contractor and any member of Dundee Community Schools Board of Education or Dundee Community Schools Superintendent must be accompanied with the bid/proposal.

Bids and Proposals without this disclosure statement will not be accepted.

The members of the Dundee Community Schools Board of Education are: Scott Gizzi, Bradley Viers, Jacey Carner, Joshua Brink, Teresa Marino, John Imo, and Kathryn Thompson. The Dundee Community Schools Superintendent is Edward Manuszak.

The following are the familial relationship(s):

| Owner/Employee | School District Employee Related to | Relationship |
|-----------------------|--|---------------------|
| | | |
| | | |
| | | |
| | | |

Attach additional pages if necessary to disclose all familial relationships.

There are no familial relationships that exist between the owner and any employee of the vendor/contractor and any member of the Dundee Community Schools Board of Education or the Dundee Community Schools Superintendent.

The undersigned, the owner, or authorized representative of bidder (insert name) _____ does hereby represent and warrant the disclosure statements herein contained are true.

(Signature of Bidder Representative)

(Print Name)

(Title)

Acknowledged before me in _____ County, Michigan, this _____ day of _____, 2019, by _____.

_____ (signature)

_____ (printed)

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

Dundee Community Schools

REQUEST FOR PROPOSAL – FURNITURE

Attachment B

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

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

The Contractor 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 School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

(Name of Vendor)

(Name of Representative) (Title)

_____, 2019
(Date)

Acknowledged before me in _____ County, Michigan, this _____ day of _____, 2019, by _____.

_____ (signature)

_____ (printed)

Notary Public, State of Michigan, _____ County

My Commission expires: _____

Acting in the County of _____