

# **Richmond Community Schools**

## **REQUEST FOR PROPOSAL**

### **Classroom Storage Units/Cubbies**

January 28, 2019

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## **Request for Proposal – Classroom Storage Units**

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#### **Section 1 Goal of this RFP**

The goal of this Request for Proposals is to provide a comprehensive solution to classroom storage needs for students and teachers.

#### **Section 2 Submission Deadline and Requirements**

The date and time for receipt of Proposals is:

**FRIDAY, MARCH 1, 2019 AT 2:00 P.M. EST (the "Due Date")**

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

SEALED PROPOSAL ENCLOSED  
2019 CLASSROOM STORAGE UNITS/CUBBIES  
[Proposer's Name]  
[Proposer's Address]  
[Proposer's Telephone Number]

The envelope must also be addressed and delivered as follows:

RICHMOND COMMUNITY SCHOOLS  
BUSINESS OFFICE  
35276 DIVISION  
RICHMOND, MI 48062

- 2.2 Late Proposals: Each Proposer 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 Proposer for any delivery or postal delays.
- 2.3 Returned Proposals: All Proposals received after the Due Date will be returned to the Proposer unopened.
- 2.4 Signed Original Proposal: Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's Firm. This member should be the highest-ranking officer at the local level. 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 Copies of Proposal: The Proposer shall also submit with the signed original of its Proposal, one (1) complete copies of the signed original Proposal.

- 2.6 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.
- 2.7 E-Mail Clarifications: The School District intends to communicate with Proposers 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.
- 2.8 Intent to Respond: Each Proposer who intends to submit a Proposal in response to this RFP shall submit an "Intent to Respond" via e-mail to Tammie Schadd, Director of Business and Management Services at [tschadd@richmond.k12.mi.us](mailto:tschadd@richmond.k12.mi.us) **ON OR BEFORE NOON ON MONDAY, FEBRUARY 18, 2019**. The Intent to Respond shall include the name of the Proposer, the name of a contact person and that person's e-mail address. Enter "2019 Classroom Storage Units/Cubbies" in the Subject line of the email.
- 2.9 A **MANDATORY WALKTHROUGH** will be conducted on **THURSDAY, FEBRUARY 14, 2019 AT 3:00 P.M.**, meet at Will L Lee Elementary School (68399 Forest, Richmond, MI 48062) to see an example of what the District is seeking **AND** then go to Richmond Middle School (35250 Division, Richmond, Michigan 48062) to see the actual classrooms where units will be installed.
- 2.10 Additional Requests for Clarification: Prospective Proposers may request that the School District clarify information contained in this RFP. **ALL SUCH REQUESTS OR QUESTIONS REGARDING THIS RFP MUST BE RECEIVED NO LATER THAN NOON, FRIDAY, FEBRUARY 22, 2019**. Questions must be submitted via email to Tammie Schadd, Director of Business and Management Services at [tschadd@richmond.k12.mi.us](mailto:tschadd@richmond.k12.mi.us), or to the attention of Tammie Schadd at Richmond Community School District, 35276 Division, Richmond, MI 48062, in writing, or via the business office facsimile at 586-727-2098. Enter "Classroom Storage Units" 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 proposers via e-mail. It is the Proposer'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.
- 2.10.1 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 Proposer must in its Proposal, to avoid any miscommunication, acknowledge all Addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of, any Addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
- 2.10.2 RFP/Proposal Information Controlling: The School District intends that all Proposers 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 Proposer 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. It is the policy of the School District to not release Request for Proposals in a changeable format (i.e. Word or Excel files). Accordingly, neither this RFP nor subsequent addenda, if any, nor any Responses to Clarifications will be released in other than hard copy or .pdf format.

- 2.10.3 Good Faith Deposit: Each Proposal must be accompanied by a bid bond or certified check in an amount of 10% of the cost of the Contract, as a guarantee of Proposer's good faith on the part of the Proposer. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Richmond Community Schools." The School District shall not be liable for any interest earned thereon. The good faith deposit shall be forfeited as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the School District, Proposer fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required performance bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor.
- 2.10.4 Finality of Decision: Any decision made by the School District, including the Contractor selection, shall be final.
- 2.10.5 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 Proposer submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposers concerning their Proposals.
- 2.10.6 Release of Claims: Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.
- 2.10.7 Proposer 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.

2.10.8 Irrevocability of Proposals: Proposers 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.

2.11 Collusive Bidding: The Proposer certifies that their Proposal 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:

1. Bidders shall use the Bid Proposal Form included in this document.
2. Bids must include Attachment A Familial Disclosure Statement.
3. Bids must include Attachment B Affidavit of Compliance – Iran Economic Sanctions Act.

Bidders are encouraged to be creative in submitting proposals. Proposal 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. No additional charges shall incur for packing, boxing, crating, removing and disposing of existing equipment.

### **Section 5 Right to Reject Bid**

Richmond 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. The bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final. Richmond 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 and disqualification as governed by the codes of rules of professional responsibility and conduct.

### **Section 6 Award**

It is the intent of Richmond Community Schools to **AWARD THE BID NO LATER THAN MARCH 25, 2019**. Storage Units/Cubbies **must be INSTALLED AND OPERATIONAL BY JUNE 30, 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 and installation within the required time schedule, warranty provided, price of storage units, references, or any other criteria deemed important by Owner.

## **Section 7 Instructions to Bidders**

Bidder must clearly state in the bid any exceptions to the enclosed specifications. The listing of exceptions, if any, is mandatory. Any exceptions found in review but not listed could be a basis for rejection of the bid. Bidder must provide the brand name, relabeled name (if applicable), model number and manufacturer's number for all equipment proposed.

1. Bidders must clearly indicate extent of warranties for the storage units on which they are bidding.
2. The equipment is to be furnished in accordance with the specifications and deliveries are to be made only upon purchase order issued by Richmond Community Schools. The storage units are to be delivered to the individual schools in the specific room locations, and in the time frames determined by the Superintendent or his/her designee.
3. It is understood that Richmond Community Schools is a governmental unit, and as such, 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 allocation for taxes. The successful bidder shall pay all other taxes required by law.
4. A **MANDATORY WALK THROUGH** will be conducted on **THURSDAY, FEBRUARY 14, 2019 AT 3:00 P.M.**, meet at Will L Lee Elementary School and move to Richmond Middle School.
5. The following items must be included in your base bid price:  
  
The storage units offered including manufacturer name (if applicable), brand name, type of materials, and complete specifications sheet, detailing all features and components.
6. Delivery and installation of the storage units.
7. Cost of removal, transportation, and disposal of any and all obsolete cabinets and unwanted accessories.
8. The Bidder must submit the names of three (3) school districts of similar sized or larger K-12 public school districts, whereby bidder has supplied and installed storage cabinetry or completed similar work. Richmond Community Schools has an enrollment of 1,400 students and 100 employees. Include district's name, Finance Director Contact name, address, phone number, and number of years the Bidder has serviced the district.

9. The attached Bid Proposal Form must be completed and enclosed as part of the bid proposal. Submit duplicate copies of all documents.
10. Any deviation or voluntary alternates to bid specifications must be submitted in writing with bid response.
11. Bidder must provide all workers compensation and general liability insurance coverage for all workers involved in delivery, moving and installation of equipment.
12. Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Owner, 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 Contractor hereunder, whether or not there is concurrent negligence on the part of the Owner, but excluding liability due to the active negligence or willful misconduct of the Owner. 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.

### **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.richmond.k12.mi.us](http://www.richmond.k12.mi.us). 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 Classroom Storage Unit Specifications**

- Two to three open face shelves the length of one classroom wall (Labeled A1, A2, and A3).
- 32-36 open face individual student "cubbies," (approximately 8-9" on center) that has a space for student books/supplies (Labeled 'B' below) and a space with two, 2-hook for coats mounted on the vertical side panels (e.g. Labeled 'C' below)
- One 12" to 18" teacher cabinet with locking door and appropriate interior shelves.
- Wall prep and primed for finished painted surfaces
- Wall painted
- Price for total project and by classroom
- At least a one (1) year warranty
- Required design, drawing, removal, installation, electrical, cabling, etc. all-inclusive with bid
- If applicable, remove all existing cabinetry.

Sample Drawing

A1															Teacher Cabinet with Locking Door
A2															
A3															
B															
C															

**Section 10 Installation and Site Preparation**

The sites should not require any modification or preparation. Any proposed modifications are subject to Richmond Community Schools’ approval prior to the placement of storage units at any location. The Bidder shall provide Richmond Community Schools with written requirements for the installation of their storage units if different than existing. It is the responsibility of the Bidder to profile the requirements of the site.



# BID PROPOSAL FORM

## **Richmond Community Schools** **REQUEST FOR PROPOSAL – CLASSROOM STORAGE UNITS/CUBBIES**

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 120 days from bid opening date. If in the Owner's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Richmond 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 Richmond 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 Richmond Community Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Richmond 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 \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

**WARRANTY INFORMATION:**

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**Attended Mandatory Walk Through:**

**YES**  **NO**

**Middle School Classroom Storage Units**

**BASE BID A: Four (4) open face shelving units as described in Section 9.1**

PRICE PER CLASSROOM \_\_\_\_\_

TOTAL PRICE FOR ALL ROOMS \_\_\_\_\_

Include additional description as necessary.

**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 most advantageous proposal, reserving the right to select all, some or none of the quoted prices Yes No



**Richmond Community Schools**  
**Classroom Storage Units/Cubbies**  
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 Richmond Community Schools' (the "School District") Request For Proposals For Music Recording/Playback Audio System (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 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.

**CONTRACTOR:**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF MICHIGAN )

) ss

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_.

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

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

My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

**Intent to Respond Form**

Proposer (Company/Firm/Name):

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Contact Name:

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Title:

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Address:

---

City/State:

---

Phone:

---

Alternate Phone:

---

Facsimile:

---

Electronic Mail Address:

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The signature below indicates the Proposer's intention to submit a Proposal in response to the 2019 CLASSROOM STORAGE UNITS/CUBBIES RFP.

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:

Signature:

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By:

---

Date:

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