



HEMLOCK PUBLIC SCHOOL DISTRICT

HEMLOCK, MICHIGAN 48626

Request for Proposal

Hemlock Public School District

Construction Manager as Constructor for Concession Building

Issue Date: 1/10/2024

Proposal Due Date: 1/29/2024



HEMLOCK PUBLIC SCHOOL DISTRICT

HEMLOCK, MICHIGAN 48626

ADVERTISEMENT FOR PROPOSAL

PROJECT: Hemlock Public School District
Concession Building

OWNER: Hemlock Public School District
733 N Hemlock Rd
Suite 100
Hemlock, MI 48626

SCOPE OF WORK: To provide a Construction Manager as Constructor for Hemlock Public School District for their concession building project

DUE DATE: Sealed proposals consisting of one (1) original and one (1) copy should be submitted to Anna Wamack, Director of Business Operations and Human Resources, 733 N Hemlock Rd, Suite 100, Hemlock, MI 48626. Proposals are to be submitted no later than 10:00 AM, Monday, January 29, 2024. The District will not consider or accept a proposal received after the date and time specified for bid submission. Bids will be publicly opened immediately following the close of receiving bids. No oral, email, telephonic, or telegraphic proposals shall be considered.

PROPOSAL DOCUMENTS:

Proposal documents will be available by accessing the following websites: www.hemlockps.com and sigma.michigan.gov. Any changes and/or addenda to this solicitation will be posted to the website. Bidders are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive.

REQUIRED DISCLOSURE STATEMENT:

In compliance with MCL 380.1267, the bid 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 Hemlock Public School District Board or Hemlock Public School District Superintendent. The bid shall also be accompanied by a sworn and notarized statement disclosing whether the bidder is an Iran Linked Business in compliance with PA 517 of 2012. **The Board shall not accept a bid that does not include these sworn and notarized disclosure items.**

RIGHTS RESERVED BY THE OWNER:

Hemlock Public School District reserves the right to waive any irregularities, reject any or all bids, or accept any bid when in the opinion of the Board such action will best serve the District's interest.



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REQUEST FOR PROPOSAL

Construction Manager as Constructor for Concession Building

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RFP– Construction Manager as Constructor for Concession Building

SECTION I: PROPOSAL OVERVIEW

1. PURPOSE:

Hemlock Public School District (The District) is accepting sealed proposals for a qualified Construction Management firm to serve as the Construction Manager as Constructor for a concession building in accordance with the specifications, terms and conditions stated herein.

2. BACKGROUND INFORMATION:

Hemlock Public School District is a general powers public school district located in Saginaw County, Michigan serving approximately 1,200 K-12 students. The district is governed by an elected seven-member Board of Education.

3. PROPOSAL SCHEDULE:

1/10/2024		Proposal Released
1/19/2024	10:00 am	Deadline to submit clarifying questions
1/22/2024	10:00 am	Responses to questions to be posted
1/29/2024	10:00 am	Proposal due date
1/29/2024	10:05 am	Proposal openings



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SECTION II: INSTRUCTIONS

1. PROPOSALS

The Board of Education of Hemlock Public School District is accepting proposals for a Construction Management firm to serve as Agent of Record and Construction Management in accordance with the attached specifications. One (1) original and one (1) copy shall be received no later than **January 29, 2024, 10:00 am, local time** as established by the U.S. Atomic Digital clock (<http://nist.time.gov>) at **Hemlock Public School District, Administration Building located at 733 N Hemlock Rd, Suite 100, Hemlock, MI** and **shall be clearly labeled "Attn: Construction Manager as Constructor for Concession Building"**. It is the sole responsibility of the bidder to ensure their proposal reaches Hemlock Public School District on or before the closing date and hour as indicated. Late proposals will NOT be accepted.

2. PROPOSAL GUARANTY AND CONTRACT SECURITY

Each proposal must be accompanied by a certified check, cashiers check, or a satisfactory Security Bid Bond in an amount not less than five percent (5%) of the total bid price as guaranty. No bid shall be considered unless it is accompanied by the required guaranty. Bid security obliges Hemlock Public School District. Such cash, checks, or bid bonds will be returned within five (5) days after the opening of bids, or if no award has been made, within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of their bid. The successful bidders will be required to furnish a satisfactory performance and labor and material payment bond each in an amount equal to 25 percent of the Contract Sum, within ten (10) days after notification of intent to enter into Contract. Failure to do so will result in forfeiture of proposal guaranty.

3. BUILDING CLOSURE

In the event the submittal of additional paper documentation is required to be delivered to Hemlock Public School District Administration Building, and the District, and/or district building, is closed due to unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the District and/or district building is open.

4. RFP CLARIFICATIONS

Any and all clarification questions pertaining to this RFP must be submitted in writing via wamack@hemlockps.com and will be answered and posted so all bidders are notified. Bidders who do not comply may be disqualified from the proposing process. It is the bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation. Bidders are responsible for checking this website prior to proposal submission. *Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive.*

5. COMMUNICATION WITH HEMLOCK PUBLIC SCHOOL DISTRICT' STAFF

Any and all communication shall go through the Director of Business Operations and Human Resources. If a bidder works with Hemlock Public School District on other projects and must communicate with an individual that is involved with this RFP, the bidder must contact the Director of Business Operations and Human Resources for approval. Failure to comply with this may be grounds for disqualification.

6. EXCEPTIONS

Proposals must meet or exceed all specifications herein. Any and all deviations from specifications must be clearly detailed on Attachment A, the Exception to Proposal Form; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Contractor will be held responsible thereof.

7. VOLUNTARY ALTERNATES

Base proposals are requested in accordance with the detailed specifications. Voluntary alternates, that in the bidder's judgment will result in an equally satisfactory job and meet the specifications, are allowed, but **ONLY** if the bidder has submitted a Base proposal. Such alternates are to be described in detail along with the respective pricing to permit proper evaluation.



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8. WITHDRAWAL OF PROPOSALS

Any bidder may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance for a period of 180 (one hundred eighty) days beyond the proposal opening. The awarded Contractor shall honor the proposal pricing for a period of one hundred eighty (180) days.

9. PROPOSAL FORMS

The Bidder must utilize proposal forms, or exact facsimiles, as supplied in the proposal document.

10. BIDDER QUESTIONS

Each Bidder is required to respond to the questions where specified. If you would like to attach documentation to support your other answers, please do so. Responses should be concise and stand on their own. The quality of the response to the RFP will be viewed as an example of the Bidder's capabilities.

11. PROPOSAL COSTS

Hemlock Public School District shall not be responsible for any cost or expense the Bidder incurs during the preparation or award of this proposal.

12. PROPOSAL ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept any item in the proposal; to accept or reject any or all proposals; to waive any informality; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of the district.

13. INTEREST

No member of Hemlock Public School District Board of Education, Hemlock, MI or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.

14. BIDDER'S RESPONSIBILITY

The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the Bidder can furnish the item(s) in complete compliance with the general terms and conditions, specifications and any special provisions.

15. GIFTS, GRATUITIES OR KICKBACKS

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

16. VERBAL REPRESENTATIONS

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they are made in answer to questions asked by the District or its representatives and are followed up in writing.

17. SOLE BIDDER

If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Hemlock Public School District, will be required of the single Bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.



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18. BIDDER INTERVIEWS AND DEMONSTRATIONS

Hemlock Public School District may, at its option, elect to conduct interviews and/or demonstrations with selected Bidders, or request to visit the Bidder's site for Bidders that are under active consideration. Hemlock Public School District is not required to hold such presentations and is not obligated to provide all Bidders with such an opportunity.

19. MISREPRESENTATIONS

If it is discovered, prior to an award, that a proposal contains false, misleading, or otherwise inaccurate information, the proposal will immediately be disqualified. If it is discovered, after a contract has been executed, that the Contractor had provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

20. PROPRIETARY OR CONFIDENTIAL INFORMATION

Any proprietary or confidential material (financial statements, etc.) that was submitted by a Bidder and is clearly marked as such will be returned upon request. Marking the entire proposal as confidential will not be accepted or honored. Remaining non-confidential material in the proposal, including proposed costs and compensation, will be maintained for the official files and will be subject to the Freedom of Information Act, MCL 15.231 et. Seq.

21. OPEN PROCUREMENT

Hemlock Public School District reserves the right to accept any item or group of items proposed in any response. Hemlock Public School District reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder's response and will discuss such decisions with all parties involved. Hemlock Public School District reserves the right to negotiate with Bidders regarding variations to the original proposal(s), which may be in the best interest of Hemlock Public School District.

In the event that the Contractor markets materials/products/services that are newer, less expensive, or better suited to the needs of Hemlock Public School District after the date of the contract pursuant to this proposal document, Hemlock Public School District shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials/products/ service, as herein specified. The Contractor shall provide Hemlock Public School District with timely notice of the availability of such newer materials/products/service.

22. NOTIFICATION OF AWARD

Upon approval by the Board of Education, Hemlock Public School District will make available the information regarding the award and the proposal tabulation.

23. DISCLOSURE STATEMENT

In compliance with MCL 380.1267 a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of Hemlock Public School District Board or Hemlock Public School District Superintendent. **Proposals without a sworn and notarized disclosure statement shall not be accepted.**



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SECTION III: GENERAL TERMS & CONDITIONS

1. TAXES

Hemlock Public School District is not automatically exempt from State of Michigan Sales and Use Taxes. The District must pay these taxes when materials are to be incorporated into realty. Hence, for materials that are permanently attached, built-in, incorporated or otherwise made part of the structure, all applicable taxes shall be paid by the Contractor. The District is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure.

2. TERMINATION FOR CONVENIENCE

- a. The District may terminate performance of this contract in whole, or in part if the District determines that a termination is in the District's interest, with a 30 "calendar" day written notice. The Contractor, after receipt of a "Notice of Termination," shall stop work on the cancellation date specified in the notice.
- b. The District will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the District may determine the Contractor's cost based the schedule of values or exact cost of any work performed. The Contractor will not be reimbursed for any anticipated profit.

3. TERMINATION FOR CAUSE

- a. If either party is in default under this contract, it shall have an opportunity to cure the default within 30 "calendar" days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.
- b. The District may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. CONFIDENTIALITY

The Contractor must ensure that suitable measures will be taken to assure the confidentiality of Hemlock Public School District and its member schools' data.

5. FREEDOM OF INFORMATION ACT

The proposals and supporting materials become the property of Hemlock Public School District and are subject to public access according to the Freedom of Information Act, MCL 15.231 et. Seq.

6. NEWS RELEASES

Contractors will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior approval of, and in coordination with, Hemlock Public School District.

7. EXECUTION OF CONTRACT

The contract entered into by the parties shall consist of all parts of this Request for Proposal including specifications, drawings if any, including all modifications thereof, any addenda, any questions and corresponding answers, and the proposal submitted by the awarded Contractor; all of which shall be referred to collectively as the Contract Documents. **Contractors shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.**



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8. IMMUNITIES

This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the Contractor is contractual. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Contractor shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal, state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

9. SMOKING/ALCOHOL ON SCHOOL PREMISES

Smoking, the use of tobacco products or alcohol shall not be permitted on the school property at any time.

10. PERMITS, FEES, LICENSES AND INSPECTIONS

Each Bidder shall provide, pay for and coordinate all permits, fees, licenses, inspections and city, county, state, federal and governing authority approvals required for the successful completion of work contained within their proposal and deliver required certificates of inspection and approvals to Hemlock Public School District.

11. PROTECTION OF WORK & PROPERTY

The Bidder shall take necessary precautions for the safety of employees performing the work, and shall comply with all applicable provision of Federal, State and Municipal Safety Laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Bidder shall erect and properly maintain at all times all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created.

12. NONDISCRIMINATION

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and nondiscrimination guidelines and regulations, and covenants that neither the Contractor nor any sub-contractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Hemlock Public School District to revoke and otherwise terminate the contract and all obligations of the School District there under.

13. GUARANTEES BY THE CONTRACTOR

The Contractor guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless, prior to delivery, material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by Hemlock Public School District representative. That all materials, products and service offered is standard, new, latest model of regular stock product as required by the specifications; also, that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

14. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL CONTRACTOR(S)

Contractor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Hemlock Public School District.

- a. Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent Contractors, broad-form property damage, and products and completed operations coverage;



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- b. Professional Liability Insurance (Errors & Omissions) of one million dollars (\$1,000,000) each occurrence;
- c. Workers' Compensation including Employer's Liability Coverage of one hundred thousand dollars (\$100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law;
- d. Automobile Liability with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this Paragraph is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Contractor during the term of this Contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Contract.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Anna Wamack, Director of Business Operations and Human Resources, Hemlock Public School District, 733 N Hemlock Rd, Suite 100, Hemlock, MI 48626. If such insurance is not in force, Hemlock Public School District may, at its option, terminate and cancel the contract.

15. SEVERABILITY

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

16. HEMLOCK PUBLIC SCHOOL DISTRICT RIGHT TO COMPLETE

In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Hemlock Public School District may perform or hire another Contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments. In addition, Hemlock Public School District reserves the right to "contract out" for failed services and charge the Contractor for the services rendered.

17. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, or dispose of the contract or any part thereof without the written consent of Hemlock Public School District.

18. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to indemnify, defend and hold harmless Hemlock Public School District, its Board of Education, in their official and individual capacities, employees, agents, Contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of this contract by Contractor; (iii) any breach of any representation or warranty by Contractor under this contract. Hemlock Public School District agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract.



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19. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Hemlock Public School District with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Hemlock Public School District, its Board of Education, in their official and individual capacities, employees, agents, Contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Hemlock Public School District arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Hemlock Public School District's use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this contract; provided that Contractor is notified in writing within thirty (30) days from the date the District knew of such claim. Hemlock Public School District retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Hemlock Public School District in defending itself against such claims.

20. GOVERNING LAW

This Contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Saginaw County, Michigan.

21. CONFLICT OF INTEREST

Hemlock Public School District will not enter into a contract to furnish materials or services to Hemlock Public School District where a board member, administrator, building administrator, or employee involved in the contracting process has a substantial interest in the proposed contract except as provided in §380.634(5) of the Revised School Code. A "substantial conflict of interest" means a conflict of interest on the part of a school board member or school district administrator in respect to a contract with the intermediate school district that is of such substance as to induce action on his or her part to promote the contract for his or her own benefit. Disclosure of all such interests must be made. Every contract entered into by Hemlock Public School District shall contain a provision to the effect that if subsequent to entering into the contract a Hemlock Public School District Board member, administrator, building administrator or employee involved in the contracting process shall develop a substantial interest in the contract, Hemlock Public School District shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after Hemlock Public School District provides notice of the disqualifying interest.

22. MICHIGAN SCHOOL SAFETY LEGISLATION

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and sub-contractors of any degree, must present themselves for fingerprinting upon execution of this Agreement so that Hemlock Public School District is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. Neither the Contractor nor sub-contractor thereof of any degree shall assign any individual, and Hemlock Public School District shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of Hemlock Public School District each specifically approve of the work assignment in writing.



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Any personnel of the Contractor or of the sub-contractors thereof of any degree that have been charged with any of the referenced crimes referenced in 2006 PA 680 shall immediately report that circumstance to Hemlock Public School District Superintendent and shall not be permitted to work in any of the District's schools or schools of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Hemlock Public School District reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Hemlock Public School District' judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a sub-contractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, sub-contractors, suppliers and materialmen of any degree.

In addition to this contract clause, the Contractor shall be obligated to undertake every necessary effort to assist Hemlock Public School District in complying with statutorily required criminal checks and reporting requirements concerning any employees in its employ and sub-contractors of any degree. To the extent applicable law related to criminal checks and reporting requirements is amended, Contractor agrees that it shall fully abide by, comply with and assist Hemlock Public School District with its compliance with such amendments. To that end the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

23. CONTRACTOR EMPLOYEE PLACEMENT

If the contract is determined to be subject to Michigan School Safety Legislation (see #22 above), the Contractor shall supply the Contracting Officer a list of all individuals assigned to each building and their assigned areas of responsibility and this list shall be updated as individuals are hired or terminated.

24. ENTIRE AGREEMENT

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

25. MODIFICATIONS

The Contract may be modified in accordance with the following procedures. In the event that all parties to the Contract agree that such changes would be of a minor and nonmaterial nature, such changes may be effected by a written statement which describes the situation and signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Contract to be of a major or complex nature, then the change shall be by formal amendment of the Contract signed by the parties and made a permanent part of the contract.



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26. IRAN ECONOMIC SANCTIONS ACT

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a proposal on a request for proposal with a "public entity" (Hemlock Public School District). The Act also requires that a person that submits a proposal in response to Hemlock Public School District' request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Hemlock Public School District, and not just to construction projects.

The Act defines an Iran Linked Business as:

- a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If Hemlock Public School District determines, using credible information available to the public, that a person or entity has submitted a false certification, Hemlock Public School District must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.



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SECTION IV: SPECIAL TERMS & CONDITIONS

1. DOCUMENTATION FOLLOWING AWARD

Within ten (10) days after receiving formal notification, the successful Contractor(s) will be required to furnish the following:

- a. Insurance Certificates: As required by the General Terms and Conditions of this RFP.
- b. Contractor's bonds: As required by Act 213 of 1963.

If the Contractor refuses or fails to submit the insurance certificates and contractor's bonds within the ten (10) day period, Hemlock Public School District will consider the Bidder to have abandoned all rights and interest in the Contract award. Consequently, the proposal bond may be declared forfeited to the District and the work may be awarded to another Bidder.



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SECTION V: SCOPE OF SERVICES

Hemlock Public School District is seeking a construction management agent of record to construct a concession building. The construction manager should understand that their duties include those listed below as well as fundraising, community outreach, and serving as an advocate for the building and the school district. Knowledge of Hemlock Public School District operations and the surrounding community is preferred.

It is assumed that any proposal submitted will include, but shall not necessarily be limited to, the performance of all of the activities and services identified in this section. The District will consider alternate proposals; however, the proposals must clearly indicate any activities that have been deleted and/or added from the requested scope of services. References to the "Construction Manager," or other similar term shall all be intended to refer to the entity submitting a response to this RFP.

1. Design Phase Services

- a. Develop Preliminary Design including, but not limited to, Space Planning, Schematic Design and Design Development specific to the Project with the following criteria:
 - i Foundation excavation and backfill extending min. 3' 6" below finished grade
 - ii Below-grade CMU masonry foundation on concrete footings at perimeter of building and stoops
 - iii Prep and pour approximately 864 sq ft concrete slab with mesh reinforcement, including (3) 25 sq ft frost-free stoops at restroom and kitchen entries
 - iv Prep, form and pour approx.. 85 linear feet of sidewalk at South, East, and West sides of building
 - v Haul spoils on site
 - vi Construct and erect 2x6 wood-framed walls
 - vii Provide and install engineered I-joist for roof framing
 - viii Provide and install metal panel sheeting at exterior walls and roof to match S.T.E.M. Building
 - ix Provide and install (9) window units, consisting of (3) single-hung triple window units and (3) fixed horizontal windows on the South face of building and (2) single-hung windows on the North face of building and (1) double-hung window
 - x Provide and install (3) pre-hung 3'0" x 6'8" flush metal doors
 - xi Provide and install fiberglass batt insulation in exterior walls and ceiling
 - xii Provide and install drywall at walls and ceiling, ready for paint
 - xiii Provide (3) laminate countertops, (1) at each triple window unit on North wall
 - xiv Paint package to include ceiling paint, washable wall paint, floor paint and painting of (3) metal doors
 - xv Provide and install bathroom partitions, grab bars, soap dispensers, paper towel dispensers, mirrors and toilet paper holders in restrooms
 - xvi Plumbing package to include plumbing rough-in, furnish and install of kitchen water heater and plumbing/HVAC fixtures in each restroom
 - xvii Electrical package to include electrical rough-in, furnish and install of light fixtures
 - xviii Furnish and install vinyl fence at exterior restroom entries
- b. Complete Final Design including, but not limited to, working drawings, specifications, cost estimates, prospective bidders list, approvals (State and local authorities), technical addenda and clarifications for project.
- c. Attend meetings with each committee to develop goals, explain options, and reach consensus on final plans.
- d. Provide copies of meeting minutes for distribution to appropriate staff and Board members.
- e. Review the construction schedule and recommendations for appropriate bidding categories and phases.
- f. Review an occupancy schedule to be implemented upon completion of construction.
- g. Produce and review projected cash flow schedules for all aspects of the Project.
- h. Provide necessary cost estimates to satisfy statutory requirements and to permit the Architect to perform basic services.



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2. Construction Phase Services

- a. Provide on-site observation and supervision of construction in satisfaction of the requirements of 1937 PA 306 (if not provided by the Construction Manager) and 1980 PA 299, including supervision and site visits as necessary during the entire construction period.
- b. Continually monitor and update construction, construction draw, and occupancy schedules.
- c. Prepare change order requests, and receive District approvals.
- d. Review shop drawings and expedite the review process.
- e. Review payment and cost control procedures, including the following as needed:
 - i Sub-contractors' Schedule of Values
 - ii Sub-contractors' Payment Application and Certification
 - iii Sub-contractors' Sworn Statements and Waivers of Lien, if applicable
 - iv Purchase Order and disbursement Summaries
 - v Change Order Listings
 - vi Budget Cost Summary Reports
- f. Participate in progress meetings and provide progress reports of same.
 - i As needed, meet with the building principal to discuss any activities which may affect operations.
 - ii Weekly meeting with District representative and trade Contractors.
 - iii Monthly meetings for planning, coordination, and payments with District administrators which will include status reports on the Project, budget, change orders, and allowances for reimbursable expenses.
- g. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories.
- h. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction.
- i. Provide review and coordinate Project commissioning, including but not limited to mechanical and electrical systems.
- j. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.

3. Post-construction Phase Services

- a. Provide follow-up and call-back services for the duration of the longest warranty period covered by a sub-contractor on the Project.
- b. Conduct a post-occupancy walk-through appropriately timed to address Project issues prior to expiration of applicable warranties.
- c. Provide review and coordinate Project commissioning, including but not limited to mechanical and electrical systems.
- d. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.



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SECTION VI: PROPOSAL DETAILS

A. BUSINESS ORGANIZATION

1. Individual____ Partnership____ Corporation____ Joint Venture____
2. Years firm has been in business: _____
3. List Principals and Officers of the firms.
4. Provide a brief history of your firm's experience with public school construction.
5. Describe your firm's expertise with security systems, including cameras, access control, vulnerability assessments, etc. If this expertise is not in-house, which firms have you worked with successfully and why? What trends in security systems do you think have been successful and those which you believe were less valuable.
6. Describe the services your firm will provide during and after project closeout, commissioning, punch list process, and following up on claims, guarantees and warranties.

B. PERSONNEL:

1. List professional consultants outside your firm you propose using to provide services not available in your firm; include:
 - a. Firm Name
 - b. Location (City/State)
 - c. Specialty
 - d. Number of times affiliated with you
2. Has your firm had litigation, arbitration or a claim filed against or settled with your firm by an educational client or have you filed or settled the same against an educational client? If yes, explain each in detail.
3. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated a construction management contract, for cause or for convenience, prior to completion of a project? If yes, explain each in detail.

C. APPROACH TO CONSTRUCTION MANAGEMENT SERVICES

1. Describe in detail your approach to pre-construction services with regard to estimating, value/cost management and bidding for this project based on schematic design drawings.
2. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use for the Project.
3. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to school construction.



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4. Some of the construction work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.
5. Discuss the method of on-site observation you will use for our projects, and how you will ensure a same-day response should we need on-site advice.
6. Describe your philosophy regarding the establishment, use and purpose of contingency funds.
7. Identify all categories of anticipated reimbursable expenses the Construction Manager would expect to charge to the District.
8. Identify fundraising efforts and donations that your firm will provide for this Project.
9. Add any additional information about your design approach as envisioned for this Project.

D. ANTICIPATED PROJECT SCHEDULE

The anticipated project schedule is construction to begin by May 1st and the project must be complete by August 15th. Please identify any concerns or reservations your firm may have with this schedule.

E. EVALUATION CRITERIA:

Hemlock Public School District may award a proposal(s) to the most responsive Bidder(s) that best meets the following criteria:

- a. Compliance to proposal submission instructions (proper forms, etc.) (10 points)
- b. Overall qualifications of company (10 points)
- c. Experience & qualifications of personnel (10 points)
- d. Fundraising and donation efforts (40 points)
- e. Cost (30 points)



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SECTION VII: PRICING

Include separate fees for Pre-Construction and Construction Phase services for Construction Management (CMc) based on the proposed scope of the Project.

A. Preconstruction Services Fixed Fee:

- a. The proposed fixed fee for pre-construction services including planning and scheduling, estimating, value management, quality review, preparing contracts for construction, life-cycle costing, front end specifications, bid procurement, tracking costs against the budget, design meetings and all staffing costs.

B. Construction Service:

- a. Provide a fixed fee for construction services including the cost of all on-site and off-site CMc staff that will be working on the Project. Provide an Effort Schedule that identifies the estimated man hours charged each month by each staff position over the course of the Project. These hours should be multiplied by an hourly billing rate that includes wages and customary fringes.
- b. Provide a fee percentage for overhead and profit that will be multiplied by the Cost of the Work.

C. Items to be completed by other consultants/sub-contractors

The proposal shall be based on the modified AIA A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and the modified AIA A201-2007 General Conditions of the Contract for Construction.



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SECTION VIII: NOTARIZED FAMILIAL DISCLOSURE STATEMENT

(Return completed and notarized form with bid)

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of Hemlock Public School District Board or Hemlock Public School District Superintendent shall be accompanied with the bid. Bids without this disclosure statement will not be accepted. The members of Hemlock Public School District Board are: **Katherine Ellison, Matt Wesener, Jamie Rivette, Hilary House, David Messing, Bryan Conger, and Kimberly Hoeppner.** Hemlock Public School District Superintendent is **Don Killingbeck**

The following are the familial relationship(s):

Owner/Employee Name	Related to:	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

☐ There is no familial relationship that exists between the owner or any employee of the bidder and any member of Hemlock Public School District Board, or Hemlock Public School District Superintendent.

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

Print Name

Signature of Bidder Representative

Title

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

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

_____ County, Michigan

Notary Public

My commission expires: ____/____/____
Acting in the County of: _____



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SECTION IX: BIDDER INFORMATION FORM

A. Company Name: _____

Address: _____ City: _____ State/Zip: _____

Phone: _____ Fax: _____ Website: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

B. Business Structure: Corporation () Partnership () Sole Proprietor ()

C. Number of years in business as the company named above _____

D. Largest single contract this company has held \$ _____ With whom? _____

E. Annual gross sales for last four (4) years:

2023 _____ 2022 _____ 2021 _____ 2020 _____

F. Acknowledgement of addenda #1 _____ #2 _____ #3 _____
Date Initials Date Initials Date Initials

G. Geographical area of operations for your firm _____

H. Provide business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from your company in the past year, preferably school districts or intermediate school districts.

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

Supplier Authorization

The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the bidder are true and accurate.

Signature of Bidder

Legal Name of the Company

Print Name & Title

Date



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SECTION X: IRAN ECONOMIC SANCTIONS

<p>CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012</p>
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The undersigned, the owner or authorized officer of the below-named Contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Hemlock Public School District’ (the “School District”) Invitation For Proposal, 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 Economic 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 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 proposal on an Invitation For Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Name of Company

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date



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SECTION XI: BIDDER SUBMITTALS

1. PROPOSAL SUBMITTALS:

The following designated forms and other information shall be submitted in the following order with your proposal:

- a. SECTION VII: PRICING
- b. SECTION VIII: NOTARIZED FAMILIAL DISCLOSURE STATEMENT
- c. SECTION IX: EXCEPTION TO PROPOSAL FORM
- d. SECTION X: BIDDER INFORMATION FORM
- e. SECTION XI: IRAN ECONOMIC SANCTIONS
- f. SECTION XIII: CERTIFICATION



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SECTION XIII: CERTIFICATION

Contractor hereby certifies the following by checking yes or no by each item.

	<u>Yes</u>	<u>No</u>
1. That the Bidder has carefully examined the instructions and specifications and will furnish this material/product with such specifications for the price set forth in this proposal.	<input type="checkbox"/>	<input type="checkbox"/>
2. All conditions noted in the proposal are understood and acknowledged.	<input type="checkbox"/>	<input type="checkbox"/>
3. Bidder's terms as specified are true and correct.	<input type="checkbox"/>	<input type="checkbox"/>
4. That the Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the proposal offer.	<input type="checkbox"/>	<input type="checkbox"/>
5. Respondents must attest in writing that they have sought answers to any questions they may have regarding the form or substance of this RFP, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed.	<input type="checkbox"/>	<input type="checkbox"/>
6. This proposal contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement.	<input type="checkbox"/>	<input type="checkbox"/>
7. Execution of this contract constitutes a representation by the Bidder that to the best of the Bidder's knowledge no conflict of interest exists between the District representatives and the Bidder or its employees and agents.	<input type="checkbox"/>	<input type="checkbox"/>
8. This proposal is made without any previous understanding or agreement with any other person, firm or corporation submitting a proposal for the same purpose and in all respects is fair and without collusion or fraud. The bidder certifies that it has not divulged, discussed or compared its proposal with other bidders and has not colluded with any other bidder or parties to a proposal whatsoever.	<input type="checkbox"/>	<input type="checkbox"/>

As an awarded contract, the above bidder agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, special provisions, specifications, addenda, questions and corresponding answers, and the proposal as set forth in these Contract Documents. The parties intend for this to constitute the final and complete agreement between Hemlock Public School District and the Contractor.

Name (Print) Title Signature Date

ACCEPTANCE OF PROPOSAL: (To be completed by the contracting officer AFTER Board approval)

This proposal for contracting supplies, materials or equipment is hereby selected and has been approved by the Board of Education at date indicated below. As an awarded Contractor, your firm is bound to sell the supplies, materials or equipment listed on the attached proposal based upon the RFP, including all terms, conditions, specifications, and addenda as set forth in the Request for Proposal. The parties intend this award to constitute the final and complete agreement between Hemlock Public School District and Contractor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto.

Name (Print) Title Signature Date

Board of Education Approval: _____ Purchase Order No: _____