

## REQUEST FOR PROPOSAL (RFP)

# 2021 HIGH SCHOOL FOOTBALL PRESS BOX

*Essexville Hampton Public Schools*

*March 22, 2021*



Questions/Communications to:  
Essexville Hampton Public Schools  
Michael Gwizdala  
303 Pine Street  
Essexville, MI 48732  
P: 989.780.8426

## ESSEXVILLE – HAMPTON PUBLIC SCHOOLS

### Advertisement for Request for Proposals

#### **High School Football Press Box**

Proposals for the Essexville - Hampton High School Press Box Project will be received by the Essexville - Hampton Public School District at the Office of the Superintendent, 303 Pine St., Essexville, MI 48732 until Thursday, April 8, 2021 at 12:00 PM (Noon). Any proposal received after the designated closing time will be returned unopened.

The purpose of this Request for Proposals is to seek the service of qualified Press Box manufacturers/installers experienced in the supply and installation of a new Football Field Press Box. The proposal is to include the sealed engineering documents required for state submittal, supply and installation of a new football field Press Box and a 1 year manufacturer's/installation warranty.

No pre-bid meeting has been planned. Interested suppliers/contractors are encouraged to contact Mike Gwizdala @ Essexville – Hampton Schools if they wish to view the existing conditions so visitation to the site can be arranged. Although it is not mandatory, it is highly recommended that the site be visited to verify site limitations, layout and exact condition/location of the project.

An original and one (1) copy of the proposal shall be submitted in a sealed envelope addressed to Mr. Eric Allshouse, Superintendent and marked Essexville – Hampton Public High School Press Box Project.

The School District reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The district further reserves the right to award the contract to that proposer whose proposal best complies with the project requirements. Proposers may not withdraw their proposal for a period of ninety (90) days for the date set for the opening thereof.

Eric Allshouse  
Superintendent

Dated: 22 March 2021

## 1. INTRODUCTION

### 1.1 PURPOSE AND GENERAL INFORMATION

The Essexville - Hampton Public School District is requesting responses to this Request For Proposal (RFP) to enter into a contract with a manufacturer/installer for a new football field Press Box at the Garber High School Football Stadium.

A copy of this RFP can be obtained from Michael Gwizdala at [gwizdalam@e-hps.net](mailto:gwizdalam@e-hps.net) the school districts representative on this project. It is incumbent upon Respondents check the website [www.e-hps.net](http://www.e-hps.net) for additional information and/or addendums. If you have any questions, please contact Michael Gwizdala as it relates to your concerns. Questions regarding the substance of the RFP or scope of services must be submitted via e-mail to Michael Gwizdala. Oral comments are not official responses.

Responses are due prior to the deadline indicated and must be delivered or mailed to Essexville – Hampton Public School District, 303 Pine Street., Essexville, MI 48732. **Late responses will not be accepted – NO EXCEPTIONS.**

### 1.2 DEFINITIONS

In this RFP the following definitions shall apply:

**“District”** means Essexville – Hampton Public School District;

**“District Representative”** has the meaning set out in section 1.5;

**“Website”** means [www.e-hps.net](http://www.e-hps.net)

**“Closing Time”** has the meaning set out in section 1.3;

**“Contract”** means a formal written contract between the District and a Preferred Proponent to undertake the Services, the preferred contract form of which is a district Purchase Order.

**“Preferred Proponent”** means the Proponent selected by the District to enter into negotiations for a Contract;

**“Proponent”** means an entity that submits a Proposal;

**“RFP”** means this Request for Proposals;

**“Services”** has the meaning of any and all construction and administration work necessary to complete this project;

**“Site”** means the place where the Services are to be performed.

### 1.3 PROPOSAL SCHEDULE

#### **Closing Time and Address for Proposal Delivery**

Proposal must be received by the office of:

Office of the Superintendent

303 Pine St.

Essexville, MI 48732

Proposal Closing Date and Time: **Thursday, April 8, 2021 at 12:00 PM** (Noon, Local Time).

Submissions by email **will not** be accepted.

### **LATE PROPOSALS**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by and delivery, courier or mail service(s) will not be grounds for an extension of the closing time.

#### **1.4 INFORMATION MEETING**

No pre-bid meeting has been planned. Interested suppliers/contractors are encouraged to make arrangements through Michael Gwizdala for a site visit. Although it is not mandatory, it is highly recommended that the site be visited to verify site limitations, layout and exact location of the project.

#### **1.5 AMMENDMENTS TO PROPOSALS**

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the closing time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided in the original proposals.

All inquiries related to this RFP shall be directed in writing, via e-mail to the person named below (the '**District Representative**'). Information obtained from any person or source other than the District Representative may not be relied upon.

#### **District Representative:**

Mr. Michael Gwizdala

Phone: 989.460.2384

E-mail: [guizdalam@e-hps.net](mailto:guizdalam@e-hps.net)

Inquiries should be made no later than 3 days before Proposal Closing Time. The District reserves the right not to respond to inquiries made within 3 days of Closing Time.

Inquiries and responses will be recorded and posted on the Website. It is the responsibility of the Proponent to check the Website for Addendums prior to submitting their proposal.

Proponents finding discrepancies or omission in the Contract or FRP or having doubts as to the meaning or intent of any provision should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue an addendum in accordance with section 1.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

#### **1.6 ADDENDA**

If the District determines that an amendment is required to this RFP, the District Representative will post a written addendum on the Website at [www.e-hps.net](http://www.e-hps.net) and upon posting will be deemed to form a part of this RFP. No Amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the Website. Upon



submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Website.

**1.7 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

Proponents will be deemed to have carefully examined the RFP, including any attached schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

**1.8 STATUS INQUIRIES**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the District Representative.

**2. PROPOSAL SUBMISSION FORM AND CONTENTS**

**2.1 PACKAGE**

Proposals shall be in a sealed package, marked on the outside with the Proponent's name and title of the Project.

**2.2 FORM OF PROPOSAL**

Proponents are to complete the form of Proposal attached as Schedule A.

**2.3 SIGNATURE**

The legal name of the person or firm submitting the Proposal should be inserted in Schedule A. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- A. If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- B. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (A) above; or;
- C. If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

**2.4 ADDITIONAL INFORMATION**

The District may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and may make such requests to only selected Proponents. The District may consider such clarifications or additional information in evaluating a Proposal.

**2.5 NEGOTIATION OF CONTRACT AND AWARD**

If the District selects a Preferred Proponent or Proponents, then it may:

- A. Enter into a Contract with the Preferred Proponent(s); or
- B. Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the District and the Preferred Proponent(s) will finalize the Contract(s); or
- C. If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the preferred Proponent(s) written notice to terminate discussions, in which event the District may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

The District is under no obligation to accept any Proposal submitted. The District reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the District, or cancel the competition at any time without award. Thereafter, the District may issue a new Invitation/Request, sole source or do nothing.

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of the Essexville – Hampton Public School District unless otherwise requested by the contractor at the time of submission.

### **3. GENERAL CONDITIONS**

#### **3.1 NO DISTRICT OBLIGATION**

This RFP is not a tender and does not commit the District in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

#### **3.2 NO CONTRACT**

By submitting a Proposal and participation in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP prior to the signing of a formal written Contract.

#### **3.3 CONFLICT OF INTEREST**

Proponents shall disclose any potential conflicts of interest and existing business relationships that they may have with the District. If requested by the District, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the District's request.

#### **3.4 SOLICITATION OF DISTRICT BOARD MEMBERS**

Proponents and their agents will not contact any Board Member of the District or staff with respect to this RFP at any time prior to the award of a contract or the termination of this RFP. The District may reject the proposal of any Proponent that makes any such contact.

### 3.5 CONFIDENTIALITY

All submissions become the property of the District and will not be returned to the Proponent. The District will hold all submissions in confidence unless otherwise required by law.

## 4. SCOPE OF SERVICES

### 4.1 Services will include but not limited to:

1. Supply and Install a 8'-0" x 48'-0" Football Press Box to include;
  - 15'-0" wide entrance landings at each end of the Press Box
  - Free standing galvanized I-Beam understructure (8' deep x 78' wide)
  - Cross bracing between columns to grade in alternating bays
2. Press Box to include;
  - MFE Type #1 wood framed prefab modular press box with vinyl exterior siding, sloped front windows, electrical and based board heating
  - Four separated Press rooms with conjoining doors for travel through the structure (sizes as determined by owner)
  - Stairs from the existing grandstand to the Press Box level
  - Handrails on all exposed areas to meet building codes
  - Foundation design based on 2500 PSF soil capacity (bearing pressure to be verified by owner)
3. Not to be included;
  - ADA access to the press box
  - Access to the press box roof for filming
  - Rear cat walk
  - Press Box lettering
  - Electrical service connection
  - Installation of low voltage systems
  - Soil testing
  - Foundation work
  - Site work, grading or demolition
  - Relocation of existing utilities or underground unknowns
  - Grouting of column base plates
  - Liquidated damages
  - Final grading/seeding
  - Bonding
  - Permits/Fees
  - State approval process or review fees
4. Owner to provide access to through and around site for staging and installation equipment

### 4.2 Contractors will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within ten (10) working days at the expense of the contractor. If damage occurs, the contractor will be liable for such damages.

- 4.3 It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to work; however, in certain aspects, the Contractor is bound to follow the directions of the District Superintendent or appointed designee at the time of repair and/or construction, and that the Contractor is in no respect an agent, servant or employee of the District.
- 4.4 The Contractor's timeliness and delivery of quality products shall be monitored by the District Superintendent or appointed designee. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the District Superintendent or appointed designee, shall do whatever is necessary to perform the work properly at no additional cost to the District. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified.

## 5. INSURANCE REQUIREMENTS

- 5.1 The selected service provider shall agree to indemnify and hold harmless the District and its officers, agents, and employees for any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts of omissions of the District or its officers, agents, or employees in connection with said contract.
- 5.2 The District will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Michigan, and in amounts meeting or exceeding the amounts listed in Attachment B.
- 5.3 Each proposal that exceeds \$50,000 must be submitted with an attached certified check, money order, or a bid bond from a surety company approved to do business in the State of Michigan, payable to the **Owner** in an amount not less than 5% of the base proposal sum of the work.
- 5.4 Prior to the execution of the contract, furnish Performance and Payment Bonds covering the faithful performance of the contract and the payment of all obligations arising there under. Include cost of bonds in the base proposal. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.
- 5.5 The successful Contractor, within ten (10) days after the contract award, shall furnish the District with proof of insurance as stated in Attachment B.
- 5.6 The District shall be named as additional insured on all policies as directed in Attachment B. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the District. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.



## **6. AGREEMENT/EXCEPTIONS**

- 6.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
- 6.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the District and the selected Contractor unless and until the District agrees to accept such exceptions.
- 6.3 The selected Contractor must acknowledge and agree that the contract resulting from this RFP include the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the District) which is acceptable to the District and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the District and selected Contractor.
- 6.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.
- 6.5 A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the District.
- 6.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the District, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the District. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

## **7. PROPOSAL SUBMITTAL**

One original plus one (copy) of the entire bid package must be submitted to the District as follows:

Football Press Box Project  
**Essexville - Hampton Public School District**  
Office of the Superintendent  
303 Pine St.  
Essexville, MI 48732

All proposals must be received prior to, Thursday, April 8, 2021 at 12:00 PM (Noon). Proposals may be mailed or dropped off at the Office of the Superintendent. Proposals must be received in the Superintendents Office for it to be considered in the RFP process.

**SCHEDULE A**  
**ESSEXVILLE – HAMPTON PUBLIC SCHOOLS**  
**2021 FOOTBALL PRESS BOX PROJECT**  
**BID FORM**

TO: Mr. Eric Allshouse, Superintendent  
Essexville - Hampton Public School District  
Essexville, MI 48732

Having carefully reviewed the bidding documents described in the RFP and understanding the scope of work involved in the proposed Bid and those that interface with it, we hereby propose to furnish labor, materials, tools, equipment, supervision, insurance and services required for the completion of all work required for the Bid indicated in accordance with the RFP.

**BASE BID, FOOTBALL PRESS BOX:** \_\_\_\_\_

**BIDDERS NAME:** \_\_\_\_\_

**ADDENDA:**

And having Received and Examined the Following Addenda: (include date for acknowledgement)

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_, 2021

Addendum Number \_\_\_\_\_, dated \_\_\_\_\_, 2021

**SUBSTITUTIONS:**

Bidder is cautioned to bid on the "Standards" specified. The following substitutions for the "Standards" specified are listed herein for consideration, and if accepted, the contract sum may be adjusted in accordance with the following:

\_\_\_\_\_ Add / Deduct \$ \_\_\_\_\_

\_\_\_\_\_ Add / Deduct \$ \_\_\_\_\_

**CONTRACT:**

The undersigned agrees that the above Base Bid Prices shall hold for 90 days and Alternate Prices for 120 days after receipt of proposals, to accept provisions of "Instructions to Bidders"

**IRAN BUSINESS RELATIONSHIP AFFIDAVIT:**

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

**SUBMITTED BY:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If bidder is a Corporation, indicate State of Incorporation: \_\_\_\_\_

If a Partnership, give full names of all Partners: \_\_\_\_\_

\_\_\_\_\_  
Please submit (1) one original copy and (1) one copy of this proposal. Contractor should retain (1) one copy for your records.

## FAMILIAL DISCLOSURE STATEMENT

All bidders must complete the following familial disclosure from in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. The Owner shall not accept a bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

Signature(s): Title: Name of Firm:

STATE OF MICHIGAN  
SS COUNTY OF

On this day of \_\_\_\_\_, 20\_\_\_\_,

Said county, personally appeared

before me a Notary Public  
in and for ,  
agent of the said firm

And acknowledged the same to be his free act and deed as such agent.

Notary Public

Umbrella/Excess Insurance	\$2,000,000 – each occurrence
	\$2,000,000 – aggregate