

**Request for Proposals  
Dove Academy of Detroit  
Boiler Replacement  
December 2018**

Legal Notice:

Dove Academy of Detroit, a public school academy (charter school), issues this Request for Proposal for boiler replacement for the Academy, located at 20001 Wexford St, Detroit, MI 48234. The scope of services is to replace the boiler for the Academy. **Interested vendors are to contact Lisa Key, Area Superintendent, by e-mail at [lisakey@choiceschools.com](mailto:lisakey@choiceschools.com) and carbon copy (cc) Shatara Morris at [shataramorris@choiceschools.com](mailto:shataramorris@choiceschools.com)** to receive a copy of the RFP for Boiler Replacement. Proposals must be received no later than **December 31<sup>st</sup>**, at the Academy Office.

Scope of Work:

SCOPE OF WORK:

- Lock out tag out power to unit
- Dismantle sections of boiler and remove 2 sections that have failed
- Provide and install 2 OEM replacement cell sections
- Install new gaskets
- Pressure test once back together confirm there are no leaks
- Remove plates and plugs and reinstall safety devices
- Reconnect water line and repair 10' of pipe that has failed
- Lock out tag out power to unit
- Demo out exist Weil McLain Steam boiler and dispose of
- Provide and install new Replacement Weil McLain boiler with new power burner complete
- Reconnect gas, water, and steam piping
- Perform startup and CSD-1 test

TO BE FURNISHED BY OTHERS IF NECESSARY:

All asbestos removal.

Free access for material and labor.

Any desired painting.

Architectural repair or work of any nature.

Warranty service on all owner supplied equipment.

General Specifications:

The academy will furnish and make available to us, free of charge, temporary power and lighting and sanitary facilities.

The Customer shall provide uncluttered access for us to perform our work.

The Contractor shall furnish all necessary labor, supervision, tools, equipment, supplies, and all other effort necessary to perform the installation at Academy buildings.

The Academy's Management Company, Choice Schools Associates LLC, shall decide all questions or interpretations that may arise as to the quality and acceptability of work performed under this contract. The Area Superintendent shall handle disputes between the Contractor and the school leader, or his or her designee. The decision of the Area Superintendent designated representative shall be final.

The Management Company reserves the right to complete the work to its satisfaction and deduct the cost from any monies due the Contractor if the work is not corrected after notification from the management Company within the allotted time frame.

At no time shall the Contractor inhibit access to fire extinguishers, fire controls, electrical control panels, entrances and exits, safety equipment, defibrillators, other emergency area/equipment.

The Contractor shall provide services in such a way to minimize disruption to the normal operation of the Academy's building use. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

No one except authorized employees of the Contractor is allowed on Academy property. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless the person is an authorized employee of the Contractor. Failure of the Contractor to meet this requirement will result in permanent removal of custodial employee from Academy buildings.

The Contractor must have all staff performing work at the Academy pass the same security screening as employees of the Academy. The cost of this screening shall be paid by the Academy.

All employees must wear a uniform or identification that clearly identifies the employee with the Contractor at all times. At the request of the Principal, and his or her designee, an employee must identify himself or herself.

The Contractor agrees to utilize only certified, trained, responsible, and capable people in the performance the work. The Academy may require the Contractor to remove any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of the Academy.

The use of tobacco products, alcoholic beverages, and prescription and non-prescription drugs prior to or during work activities is prohibited and at the sole discretion of Dove Academy of Detroit may result in immediate termination of the contract. The Contractor must not permit employees who report for work showing evidence of any impaired conditions must not be allowed to remain of school owned property at any time.

All equipment and supplies shall conform to all current Federal, State, Local, and OSHA rules and regulations.

Damage incurred to Academy property by use of unsafe machines will be repaired by the Academy, with all associated costs for repair deducted from the Contractor's payment.

Contractor shall be responsible for securing all buildings, offices, and facilities at the time of their service and for returning signed-out keys upon departure of dismissal/departure of employees. Failure to comply will make Contractor responsible for losses at Academy.

All entrance doors shall be locked after hours. This includes interior doors that connect rooms regularly open to the public and restricted quarters.

Contractor's employees entering and leaving the building after hours shall make sure entrance doors are locked at all times. Employees shall be alert upon entering and leaving buildings to ensure that no unauthorized persons are waiting to gain access to the building. Doors shall not be unlocked for anyone at any time, for any reason, while cleaning buildings.

Contractor's staff shall not use telephones except for an emergency. Contractor shall be responsible for any unauthorized phone charges made by Contractor's staff.

The Contractor's employees shall not use any part of the building and or grounds other than for purposes expressly stated in the contract.

#### Special Terms and Conditions:

The Contractor shall be familiar and in complete compliance with Dove Academy of Detroit procedures, OSAH, AHERA, EPA, and local Fire Department requirements and shall immediately report any compliance issues or loss of time or injuries to an employee.

The Contractor shall submit a written Chemical Hygiene and Safety Plan, documented proof of compliance with OSHA mandated employee training, and demonstrated history of compliance with all aspects of OSHA's Hazard Communication Standard.

The Contractor shall submit a written Exposure Control Plan; documented proof of compliance with OSHA mandated employee training, Hepatitis-B vaccination requirements, and a demonstrated history of compliance with all aspects of OSHA's Blood Borne Pathogens Standard. Contractor is responsible for the cost of meeting all OSHA requirements.

The Contractor shall submit a written plan of Quality of Assurance, which includes the philosophy and methodology to ensure quality Boiler Replacement are provided.

The Contractor shall submit its employee discipline and reward program, its employer/employee resolution practices, and its turnover rate for management and janitorial staff.

The Contractor shall submit a list of power equipment utilized to perform Boiler Replacement and its plan to ensure indoor air quality when using vacuum equipment

## Indemnification and Insurance:

To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold harmless the Academy, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to performance of this contract. Contractor's duty to defend, indemnify and hold harmless the Academy, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this contract including any person for whose acts, errors, omissions or mistakes, the Contractor shall be legally liable.

The Contractor, at Contractor's own expense, shall purchase and maintain insurance with companies licensed in the State of Michigan with policies acceptable to the Academy. All required insurance shall be in full force and effect until all work or service required to be performed under this contract is satisfactorily completed and formally accepted. Failure to maintain acceptable insurance may, at the sole discretion of the Academy, constitute a material breach of this contract.

The Contractor shall be responsible for insurance deductible(s) as coverage relates to the Academy. Deductibles and self-insurance retention shall not affect coverage afforded under the insurance policies to protect the Academy.

The Academy reserves the right to receive certified copies of any and all required insurance policies and or endorsements. The Academy is not obligated to review or advise the Contractor on adequacy of such policies and endorsements.

The insurance policies required by this contract, except Workers' Compensation, shall name the Academy, its agents, representatives, officers, directors, officials and employees as additional insured.

The required insurance policies, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the Academy, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Commercial General Liability with a limit not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 General Aggregate Limit, with a severability of interest provision, without any provision that would limit third party action over claims, and with coverage for subcontractor's work.

Automobile Liability with an individual single limit of no less than \$1,000,000 each occurrence, with respect to Contractor's vehicles used in the performance of this contract.

Workers' Compensation to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services, as well as Employer's Liability Insurance of no less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent required of the Contractor.

Prior to commencing work or services, the Contractor shall furnish the Academy with Certificates of Insurance as evidence that policies comply with requirements and are in full force and effect.

In the event any insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services as evidenced by annual Certificates of Insurance.

If a policy expires during the life of the Contract, the Contractor must submit a renewal certificate to the Academy fifteen days prior to the expiration date.

Insurance required shall not expire, be canceled, or materially changed without thirty days prior written notice to the Academy.

#### Contract Bonds:

Concurrently with submittal of the Contract, the Contractor shall furnish the Academy with a Performance Bond and a Payment Bond, both in an amount equal to the full Contract amount. Such Performance Bond shall be solely for protection of the Academy and must be for the contract length. Such Payment Bond shall protect claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of work provided under this contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Michigan.

#### Prompt Payment Discount:

The Academy will consider prompt pay discounts, if offered by the Contractor, in the evaluation price analysis process.

Evaluation Criteria:

The Academy will use the following criteria in the ranking of proposals:

Qualifications of Company

Capability to Provide Services

Submission and Quality of Requested Documentation

Costs

References

Clarity of the Proposal

Contract Amendments:

All amendments to the Contract must be in writing and signed by both parties.

Conformity with the Law:

This service shall be accomplished in conformity with laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Michigan, County of Kent, and City of Walker.

Retention of Records:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five years after final payment or until after the resolution of any audit questions which could be more than five years, whichever is longer. The Contractor further agrees to grant full access to as well as the right to examine, copy, and make use of any and all said documents to Academy, Federal, or State auditors or any other persons duly authorized by the Academy.

Rights in Data:

The Academy shall have the use of data and reports resulting from this contract without additional cost or other restrictions. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and performance hereunder.

### Severability:

Any provision of a Contract that is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision, and remaining provisions shall remain in full force and effect.

### Contractor Responsibility:

The Contractor will be responsible for any damages whatsoever to Academy property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees, or Subcontractors. All employees of the Contractor, including Subcontractor's Employees, shall be considered employees of the Contractor, and not employees of the Academy or its Management Company.

### Quotations:

The Contractor's quotation must be signed by an authorized officer of the Company appearing on the Offer of Proposal. The signature represents a binding commitment upon the company to provide such goods and or services offered to the Academy should it be selected.

### Award of Contract:

The Academy reserves the right to reject any and all bids if it is determined by the Academy's Area Superintendent that the best interest of the Academy will be served by doing so. In determining an award, the Academy will consider qualifications and availability of the Offeror, conformity with specifications, cost, and delivery of services.

### Receipt of Proposals:

The Offeror is responsible that proposals are received at the location and prior to the date and time specified in the RFP. This responsibility rests solely with the Offeror. Late bids will not be accepted except under the following two circumstances: bids received on time do not meet specifications or no other bids are received.

### Non-Discrimination Clause:

In the performance of any Contract or purchase resulting from a Contract with the Academy, the Offeror agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, age, height, weight, marital status, physical or mental or disability unrelated to the individual's ability to perform the duties of the particular job or position. This Non-Discrimination Provision must also apply to Subcontractors and must be incorporated into agreements with Subcontractors.

State Laws:

All contracts or purchase orders issued as a result of this solicitation are subject to, shall be governed by, and construed in accordance with the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

Unfair Labor Practices:

The Academy will not award a Contract or Subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice in accordance with laws of the State of Michigan. The Academy may void any Contract if the name of the Contractor as an employer, or the name of the Subcontractor, appears in the register.

Dove Academy of Detroit  
Offer of Proposal

Offeror: \_\_\_\_\_

Date: \_\_\_\_\_ Time Received: \_\_\_\_\_

In compliance with this RFP, and subject to the conditions stated, the undersigned offers and agrees to furnish all services, supplies, materials, and documents at the prices quoted in this proposal.

The Offeror's signature affirms that he or she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts.

The Offeror's signature certifies that the firm, corporation, partnership, etc. has not violated any laws of the State of Michigan or United States of America. If there is a past Federal or State action, the Offeror is to inform the Academy of the nature and disposition of the matter.

The Offeror's signature certifies that the Offeror is licensed to do business and to provide Boiler Replacement in the State of Michigan.

Proposer/Company: \_\_\_\_\_

Signature (in Ink): \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

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

Street: \_\_\_\_\_



City/State/Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

## PROPOSAL CONTENTS AND FORMAT

Responses to the RFP must be organized in accordance with the outline, which follows:

1. Title Page  
Include the vendor's name, address, contact person name and telephone/fax and electronic mail address and location of the office that will provide Boiler Replacement to the Academy.
2. Table of Contents  
Include a table of contents identifying major sections with page numbers.
3. Letter of Transmittal  
Include a statement of your understanding of the work to be performed and qualifying experience. State names or the person(s) who will be authorized to make representations for the firm, their titles, addresses and phone numbers.
4. Profile of the Vendor  
Provide an overview of your business, size, experience and key personnel (as required).
5. Summary of Boiler Installation Qualifications  
Please provide a record of any violations of OSHA, EPA, AHERA, and other health related laws and regulations and the resolution of the violation.
6. Services to be Provided  
Express agreement to meet the requirements of the engagement as stated in the Request for Proposals.
8. Fee Structure  
Please include an outline of a proposed fee structure.
9. References  
Please provide a list of all clients in the past three years, including address and contact information, and note those clients who are currently under contract.
10. Additional Information  
Since data not specifically requested should not be included in the foregoing sections, give any additional information considered essential to the proposal in this section. If there is no additional information, please note: "There is no additional information to present."