

Millington Community Schools

Request for Proposal – Elevator Rebuild

July 2, 2008

Submission of Bid

All bids must be in a sealed envelope labeled “2008 Elevator Rebuild.” Bids will be publicly opened and read ***in the Business Office conference room at the High School, 8780 Dean Drive, Millington, Michigan, 48746, at 10:00 A.M., 07/17/08*** for recommendation to the Board of Education. No oral, telephonic, telegraphic, e-mail, or facsimile proposals will be considered. No proposals will be accepted after ***4:00 P.M. 07/16/08***

After bids are opened, the Board of Education will have the opportunity to award the bid to one (1) of the vendors involved in the Bid process.

All bids will be considered firm for 120 days from the bid opening date.

All questions should be directed to James Simmons, 989-871-5250. email: james.simmons@mcsdistrict.com

Right to Reject Bid

Millington Community Schools reserves the right to waive irregularities and to accept and/or reject any or all Bids.

Award

It is the intent of Millington Community Schools to award the Bid on or before **Wednesday, July 23, 2008**. It is highly desirable for all equipment to be installed and operational during the first week of August, 2008. All equipment must be installed, operational, and on site personnel trained no later than **August 22, 2008**.

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

The following criterion shall be considered in making an award:

- (a) Cost of rebuild equipment purchase.
- (b) Conformity to listed specifications.
- (c) Service and warranty provided.
- (d) Delivery of the Elevator Rebuild within the required time schedule.
- (e) References.

Instructions to Bidders

1. Bidder must clearly state in the bid any exceptions to the enclosed specifications. The listing of exceptions, if any, is mandatory. Any exceptions found in review not listed, could be a basis for rejection of the bid. In addition to providing the brand name, bidder must include the model number and manufacturer's number.
2. Bidders must clearly indicate extent of warranties, guaranteed response time and ability to provide parts and services for the equipment on which they are bidding. Bidders must provide written confirmation from the original equipment manufacturer that the manufacturer will provide full maintenance should the bidder be unable to do so over the life of the contract.
3. The equipment is to be furnished in accordance with the specifications and deliveries are to be made only upon purchase order issued by Millington Community Schools..
4. It is understood that Millington Community Schools is a governmental unit, and as such, is exempt from the payment of all State and Federal Taxes applying to the products specified in this document. Therefore, the prices quoted by the Bidder should not include any allocation for taxes.
5. The following items must be included in your bid price:
 - (a) The equipment and devices offered including brand name, model number and market introduction date.
 - (b) Delivery and installation of the elevator rebuild.
 - (c) Instructions and in-services to individual school building personnel concerning operation of equipment on a mutually acceptable date as agreed to between the district administrators and Bidder.
 - (d) Maintenance of all equipment in good working condition, including but not limited to all necessary inspections, repairs and adjustments, including replacement of parts.
7. The proposal should include both a "delivered purchase price".
8. The Bidder must submit the names of three (3) organizations that have had an elevator rebuild and have had it for at least two years. Please provide organization name, contact name, address, phone number, and number of years the Bidder has serviced the organization.
9. The attached bid proposal sheet must be completed and enclosed as part of the bid proposal. Additional information may be attached but the bid proposal sheet must be completed and submitted.
10. Each 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 the board of education or the superintendent. The board of education

shall not accept a bid that does not include this sworn and notarized disclosure statement. (Refer to the Revised School Code Section 1267, effective July 21, 2004)

Inquiries

All correspondence and inquiries regarding this RFP must be addressed to:

James Simmons, Maintenance Director
Millington Community Schools
8780 Dean Drive
Millington, MI 48746
(989) 871-5256
E-mail: james.simmons@mcsdistrict.com

Do Not Fax Correspondence or inquiries.

Basis of Award:

1. Experience with elevator rebuilds.
2. Proof of certification to rebuild elevators.
3. Comprehensiveness of submitted proposal.
4. Economic and price considerations.
5. References of at least two installations of similar elevator rebuilds.

I. General Conditions

The following are the General Conditions for the work to be performed as outlined in the Detailed Specifications.

1. Location of Sites:

The location of the work is on property owned by Millington Community Schools.

1. Millington High School, 8780 Dean Drive

2. Scope of Work:

It is understood that, except as otherwise specifically stated in this RFP, The Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by The Vendor.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to Millington Community Schools, unless the weekend or holiday work due to a delay caused by Millington Community Schools.

All data sheets and catalogs or other materials which are subject to review and action by Millington Community Schools shall be submitted in the original and not less than three (3) copies in electronic format, preferably on Compact Disk (CD) media.

3. Protection in General:

The Vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at The Vendor's expense. Labor shall include all restoration (leveling, sodding) of grounds broken up during the installation of this network.

4. Change in Contract:

Millington Community Schools will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by the Maintenance Director before such work is begun.

5. Existing Conditions:

The Vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions, which might affect this work. No consideration will be given to any claims based on a lack of knowledge of existing conditions. A site survey of the premises for existing conditions and equipment will be conducted immediately following the bidder's conference.

6. Insurance:

Within ten (10) days after notification of award, The Vendor shall furnish to Millington Community Schools a Certificate of Insurance showing compliance within the following limitations:

- a) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Michigan.
- b) It shall be stated on every policy or Certificate of Insurance, as the case may be, that "The insurance company agrees that the policy shall not be canceled, changed, or allowed to lapse until ten (10) days after Millington Community Schools has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."
- c) The Vendor shall maintain other insurance (with the limits shown below) that shall protect The Vendor and Millington Community Schools from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Vendor

shall furnish Millington Community Schools with certificates and policies of such insurance as shown below.

Below is a list of the insurance coverage that must be procured by The Vendor at his own expense. The Vendor agrees to follow instructions indicated in each case:

Millington Community School's Protective Liability Insurance:

- Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.

Vendor's Public Liability Insurance:

- Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
- Property Damage limits of \$100,000.00 for each accident and \$500,000.00 for the aggregate.

7. Workmanship

All work shall be performed in a professional manner. Personnel from Millington Community Schools may observe the work procedures and workmanship of the Vendor, but such observation will not relieve the Vendor from any responsibility of performance or constitute acceptance of the work performed.

8. Warranty

The Vendor shall furnish a written warranty that describes the services proposed under these specifications. It is understood that The Vendor is not responsible for the warranty/function of existing equipment already installed at the schools. However, limited troubleshooting of existing equipment will be provided by The Vendor free of charge to determine if the existing equipment can be utilized. The Vendor must also show proof that their employee(s) are certified to install the proposed equipment, as assurance that a warranty can be provided.

9. Addenda

Any addenda issued after the issue of this RFP shall be covered in the proposal and in closing the contract they shall become part thereof

If any questions arise within the RFP documents, The Vendor may submit to Millington Community Schools, written request for interpretation. Any interpretation of documents will be made by addendum to the RFP. Copies of any addendum will be mailed or delivered to each firm receiving the RFP set of documents. Millington Community Schools will not be responsible for any other explanation or interpretations. Millington Community Schools reserves the right to reject any or all proposals and wave technicalities and informalities.

10. Proposal Submittal:

One original (paper) and three (3) copies of proposals (in electronic format, preferably CD) must be submitted in a sealed envelope addressed to:

Millington Community Schools
Bid for Elevator Rebuild
Bid # 2008-09E
Robert Dwan, Director of Business and Finance
8780 Dean Drive
Millington, MI 48746

11. Security

To board shall require each bidder for a contract under this section to file with the board security in an amount not less than 1/20th of the amount of the bid conditioned to secure the school district from loss or damage by reason of the withdrawal of the bid or by failure of the bidder to enter a contract for performance, if the bid is accepted by the board.

12. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless The Vendor makes a request in writing to Millington Community Schools prior to time set for the opening of submitted proposals unless Millington Community Schools fails to accept a bid within thirty-five (35) days after the date fixed for the opening of proposals.

13. Stored Materials

Any materials stored on job site shall be The Vendor's responsibility.

14. Specifications

Complete specification details for all products being proposed must be provided as part of the RFP response package (proposal).

15. Time of Completion

Each vendor shall include in the proposal an estimate of number of calendar days for completion of the contract. Work performed under this contract cannot start before 07/28/08 and must be completed by 08/22/08.

16. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees) and property and hazardous conditions shall be guarded against or eliminated.

17. Indemnification

The Vendor agrees to hold Millington Community Schools harmless and to indemnify Millington Community Schools for every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of whom the owner may be of the property) of any place in which work is located arising out of or suffered through any act or omission of The Vendor or Subcontractor.

18. The Vendors' Representative

Millington Community Schools reserves the right, with sole discretion, to refuse to allow any representative of The Vendor to service the contract in any manner. In this event, The Vendor shall furnish another representative that is acceptable to Millington Community Schools. Examples of reasons for refusing to allow a Vendor representative to service the contract include, but are not limited to:

- Use of profanity or abusive language around any school personnel or students.
- Unclean or unkept appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

Should the Vendor use subcontractors for portions of the work, Millington Community Schools reserves the right to reject any subcontractor without explanations or recourse by The Vendor or subcontractor.

19. Millington Community Schools' Regulations

The Vendor and his representatives shall follow all applicable school district regulations while on Millington Community Schools property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless permission is given by the Principal or person in charge. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Vendor's logo clearly visible.

20. Governing Law

All RFPs and related documents submitted to Millington Community Schools by The Vendor are governed under the laws of the State of Michigan.

21. Comprehensive List of References:

All references should include: a contact person, dates of work, mailing address and telephone numbers.

References must include two (2) or more references of installations of similar size and complexity within the USA.

22. Millington Community Schools reserves the right to

- a. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, in addition to bid cost; therefore, low bid cost does not guarantee the awarding of the bid.
- b. Reject any and all proposals if deemed necessary.
- c. Accept any alternative proposal believed to be in the best interest of the school system.
- d. Waive any formality in the bid submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

23. Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the Contract Documents. Millington Community Schools will not be liable for any costs beyond those proposed herein and awards. Please be advised that public schools are specifically exempted from the payment of Michigan Sales Tax.

In case of discrepancy in computed proposal prices, the unit price shall govern and the total price shall be revised accordingly.

24. Variation in Quantities and Configuration

The Customer reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell Millington Community Schools the revised quantity of items at the unit price stated in the proposal regardless of quantity changes.

25. Terms of Payment

All terms of payment are to be a minimum of NET 30 days after the project has been approved and inspected as a complete job by Millington Community Schools.

26. Longevity of Price Quotation

Any prices quoted in the bid responses will remain in effect until 12/31/08.

27. Asbestos Notice (If Applicable)

Some buildings in the Millington Community Schools system may contain asbestos. The successful Vendor is required to examine building layouts showing the location of asbestos and acknowledge by signature and date that they are aware of the asbestos and its location. Under no circumstances is asbestos containing material to be scraped, cut or disturbed in any manner. However, if damage should occur, a Millington Community Schools representative must be immediately contacted and repairs made at the Vendor's expense.

Equipment removal

The Bidder will remove and properly dispose of Millington Community Schools current elevator rebuild parts.

Elevator Rebuild Requirements

1. This scope of work includes the vendor obtaining the alteration permit required by the State of Michigan Elevator Safety Division.
2. Erect safety/sight barricades, lay protective floor covering around work areas.
3. Suspend and secure (two methods) the elevator in the uppermost portion of hoistway.
4. The hydraulic plunger shall be disconnected, landed and removed from the cylinder (an entirely new jack assembly, which consists of cylinder, plunger and jack head will be furnished)
5. Remove the oil line, shutoff valve, pit channels and buffers from pit area.
6. Jackhammer removal of concrete surrounding jack head.
7. Hydraulic fluid shall be removed from the cylinder and stored in approved containers.
8. Remove existing cylinder from the ground and dispose of properly.
9. Remove hazardous debris from inside of present well casing and store in approved containers (See Special conditions).
10. Disposal and initial testing of non-hazardous spoils (ie: hydraulic oil, water, sand), or other non-PCB containing material through an environmental services company is included. If hazardous materials or PCB Containing materials are found, then Purchaser is responsible for all disposal costs and fees of these materials,
11. Install protective PVC jack protection system that Includes a means of monitoring for corrosive moisture.
12. Apply protective coating to new cylinder to aid in protection against corrosion.
13. Thread and weld cylinder sections together, allow cooling and protective wrap at joints.
14. Install new hydraulic cylinder with double bulkhead bottom made of steel pipe compliant with Elevator Safety Code ASME Code A17.1 — 2000 and the same I,D, and 0.0, size as existing cylinder with new jack head.
15. Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly.
16. Replace concrete pit floor with appropriate insulation material.
17. Reinstall new jack assembly furnished- and plumb cylinder unit within 1/8" tolerance.
18. Reinstall hydraulic piping, shutoff valve, pit channels and buffers.
19. Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
20. Install new jack seal and gasket (new head provided with cylinder)
21. Provide new hydraulic fluid to the elevator hydraulic system and test for normal operation,
22. Readjust valve, if required, to achieve proper operation,
23. Perform Full Load Safety Test in the presence of state approved Elevator Inspector
24. Disassemble and remove materials, tools and supplies and provide general clean-up.
25. Return elevator to service.