

**REQUEST FOR BIDS
FOR
FRASER PUBLIC SCHOOLS**

**Food Service Equipment
Tilting Skillet
Convection Oven**

**FRASER PUBLIC SCHOOLS
Attention: Laurie Videtta
33466 Garfield Road
Fraser, Michigan 48026
Telephone: (586) 439-7000**

INFORMATION TO BIDDERS

1. **DESCRIPTION OF PROJECT**

Fraser Public Schools (the “School District”) is issuing this Request for Bids for Food Service Equipment (the “RFB”) to solicit Bids from qualified vendors.

2. **RFB TIMELINE**

The School District’s **anticipated** timeline for its selection process is:

Issuance of this RFB	April 8, 2019
Deadline for Written Requests for Clarifications	3:00 p.m. – April 12, 2019
DUE DATE FOR BIDS	2:00 p.m. – April 16, 2019
School District’s Award of the Contract, if any	May 6, 2019

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFB timeline set forth in Paragraph 2 above as it determines to be in its best interest.

3. **BID SUBMISSION REQUIREMENTS AND DEADLINE**

- A. All Bids are due on or before 2:00 p.m., local time, on **April 16, 2019** (the “Due Date”) at 33466 Garfield Road, Fraser, Michigan 48026.
- B. Bids shall be sealed and delivered in an opaque envelope (or equivalent) and be marked in the lower left hand corner as follows:

SEALED BID ENCLOSED
FRASER PUBLIC SCHOOLS
Food Service Equipment
[Vendor’s Name]
[Vendor’s Address]
[Vendor’s Telephone Number]

- C. All Bids shall be delivered to the School District as follows:

FRASER PUBLIC SCHOOLS
Attention: Laurie Videtta
33466 Garfield Road
Fraser, Michigan 48026
- D. All Bids must be received by the School District, as directed above, by the Due Date. Each Bidder is responsible for submission of its Bid. Bids or Bid revisions received after the Due Date and time specified above will not be accepted or considered. The School District is not liable for any delivery or postal delays. All Bids received after the Due Date will be unopened and made available to the respective Bidder for pick-up, at their sole cost and expense for a period of two (2) weeks.
- E. Each Bid must be an original and hard copy, and signed by an authorized member of the Bidder. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Bids will be accepted.
- F. At the specified location, Due Date and time stated above, all Bids timely submitted will be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

- G. The School District intends to communicate with Bidders via e-mail (e.g., RFB clarifications and addenda). Except for the delivery of the Bid itself, references in this RFB to “written” form of communications include e-mail.
- H. From the issue date of this RFB until a Bidder (Vendor) is selected and the selection announced, a prospective Bidder shall not communicate about the subject of this RFB or a Bidder’s Bid with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students or employees, except for additional Requests For Clarification in accordance with Paragraph G above, or as otherwise required by applicable law.
- I. If it becomes necessary to revise any part of this RFB, all addenda will be issued through the School District’s website and all addenda shall become a part of this RFB. Each Bidder must in its Bid, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of, any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
- J. The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFB), to accept or reject, in whole or in part, any or all Bids with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFB process or any Bid, and the right to award the Contract to other than the Vendor submitting the best financial bid (low bidder). The School District reserves the right to request additional information from any or all Bidders. The School District reserves the right to negotiate with the Bidders concerning their Bids. In the event a Vendor’s Bid is accepted by the School District and that Bidder asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Bid and award the Contract to another Bidder.
- K. Each Bidder by submitting its Bid releases the School District from any and all claims arising out of, and related to, this RFB process and selection of a Vendor.
- L. A recipient of this RFB is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Bid, or otherwise responding to this RFB, or any negotiations incidental to its Bid or this RFB.
- M. All Bids submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Bids set forth above.
- N. The Bidder, by making his/her Bid, represents that he/she has read and understood the Contract and Bid Documents, and that his/her Bid is made in accordance therewith.

4. **QUALIFICATION OF BIDDER**

- A. The School District reserves the right to request qualifications and/or additional information from any Bidder before issuing documents, receiving Bids or awarding the Contract.
- B. Each Bidder shall complete the sworn and notarized Familial Disclosure Affidavit included as **ATTACHMENT B** to this RFB.
- C. Each Bidder shall complete the notarized Iran Linked Business Affidavit included as **ATTACHMENT C** to this RFB.
- D. The selected Bidder (also referred to herein as the “Vendor”) shall require all of its subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this RFB and the Contract Documents by insertion of the requirements hereof in a written contract agreement between Vendor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees’ costs from amount payable to Vendor pursuant to the contract.

5. **SOLE BIDDER**

- A. It is the School District's intent that this RFB to encourage and permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment or products requested in this RFB are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The School District, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Bidder meet the specifications contained in this RFB and possess equivalent and/or better qualities. It shall be the Bidder's responsibility to advise the School District in writing if any language, requirements, scope, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFB to a single source. Such notification shall be received by the School District no later than five (5) days prior to the Due Date set for acceptance of Bids. The School District reserves the right to request samples or testing of alternate products.
- B. If only one Bid is received in response to this RFB, a detailed cost proposal may be requested 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.
- C. The School District reserves the right to cancel this RFB and reject the Bid, or reschedule the Bid opening, if there is only one Bid received in response to this RFB. The School District's decision will be final.

6. **METHOD OF BIDDING & BID REQUIREMENTS**

Bids will only be accepted for the entire Project and Bidders are required to Bid on the entire Project. This outlines the information that must be provided by each Bidder and the required format for its Bid. Any Bid not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Bids must: (i) demonstrate an understanding of the scope of the Project; (ii) demonstrate the ability to accomplish the Project as set forth in this RFB and the Contract (as described below and in Paragraph 11 of this RFB); and (iii) include all necessary information to enable the School District to thoroughly evaluate each Bidder's overall experience, expertise, qualifications and ability to deliver the products in accordance with the requirements and obligations of this RFB and the Contract. Each Bid shall also include any other information or explanations that the Bidder feels is/are significant with respect to the School District making an informed decision relative to its Bid.

Additionally, each Bid must include, at a minimum, the following:

- A. A cover letter with background information regarding the Bidder, which will serve as an introduction of the Bidder, on business letterhead.
- B. A detailed list setting forth any exceptions to this RFB and/or the Contract, or other special considerations or conditions of the Bidder, including explanations of such exceptions or the reason such terms and conditions of the RFB or form of Contract cannot be met by, or on the Bidder's opinion are not applicable to, the Bidder.
- C. A completed Bid Pricing Form provided as **ATTACHMENT A**.
- D. A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.
- E. A completed Iran Linked Business Affidavit of provided as **ATTACHMENT C**.

7. **DISCREPANCIES, OMISSIONS OR INTERPRETATIONS**

- A. Bidder shall promptly notify the School District of any ambiguity, inconsistency, or errors that they may discover upon examination of the Bid Documents. Prospective Bidders may request that the School District clarify information contained in this RFB. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within three (3) business days after the receipt of such request. The School District will not respond to any Request for Clarification received after 3:00 p.m. on April 12, 2019. All Requests for Clarifications must be directed to Teresa Van Sickle (Subject Line: Food Service Equipment RFB). No response will be made to any oral questions. All questions and answers will be posted on the School District's website. It is each Bidder's responsibility to check the School District's website prior to the RFB Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFB.
- B. If any provisions of this RFB shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- C. Any contract entered into with the Vendor shall not be construed as granting "any exclusive rights thereunder." The School District retains the right to contract with other parties for such products as it deems necessary.

8. **ADDENDA**

- A. Addenda issued by the School District regarding this RFB and the Project shall become part of this RFB, the Bid Documents and Contract Documents and receipt thereof shall be acknowledged on the Bid Form.
- B. Each Bidder shall ascertain prior to submitting their Bid that they have received all addenda issued.
- C. If it becomes necessary to revise any part of this RFB, all addenda will be issued through the School District's website and all addenda shall become a part of this RFB.

9. **UNIT PRICES**

- A. Each Bidder must Bid on all Unit Prices listed in the Bid Form. They will be fully considered in awarding the Contract.
- B. Bids are considered irregular and may be rejected if Unit Prices contained in the Bid Form are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
- C. Any Unit Price that, in the sole opinion of the School District, is unbalanced or excessive, may be rejected without affecting the validity of the Bid or other unit prices. An entire Bid may be rejected if, in the sole opinion of the School District, rejection of individual unit prices materially affects the Bid.
- D. All Unit Prices in the Bid shall be firm for a period of 90 days from the Due Date. Pricing **shall be F.O.B. delivered and unloaded.**

10. **SALES TAX**

The School District is exempt from taxation on all tangible personal property purchase by the School District for its use and consumption. The School District will provide its Federal and State tax-exempt number upon request. All prices submitted on the Bid Form shall be inclusive of all applicable taxes.

11. **WITHDRAWAL OR REVISION OF BIDS**

- A. Any Bid may be withdrawn prior to the scheduled Due Date and time for opening of Bids.
- B. A Bid may not be modified, withdrawn or canceled by the Bidder for ninety (90) calendar days following the Due Date and time designated for the opening of Bids, and Bidder so agrees in submitting his/her Bid.

12. **ACCEPTANCE AND REJECTION OF BIDS**

- A. Low Bid price is not always the determining factor in the awarding of the Bid. Other factors considered may include, but not be limited to, the following: delivery and/or completion time, quality, past performance, inventory availability, financial stability, and references.
- B. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1. If the Bid Form furnished is not used or is altered.
 - 2. If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the Bid incomplete, indefinite, or ambiguous as to its meaning.
 - 3. If Bidder adds any provisions reserving right to accept or reject any awards of contract.
 - 4. If unit or lump sum prices or alternates contained in the Bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
 - 5. If Bidder fails to complete any portion of the Bid Form where information is requested such that the Bid Form cannot be properly evaluated.
 - 6. If any pertinent instructions to bidders is not fully complied with.
- C. The School District reserves the right, at its sole discretion, to accept or reject any or all Bids, in whole or in part, with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFB process or any Bid, and the right to award the Contract to other than the Bidder(s) submitting the lowest Bid. Any decision made by the School District, including the selection of a Vendor(s), shall be final and each Bidder, in submitting his/her Bid, agrees to accept the decision of the School District as final. Notwithstanding the foregoing, any award to, or selection of, the successful Vendor shall be contingent upon the Vendor executing the form of contract acceptable to the School District.
- D. The School District shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base Bid and the alternates accepted.
- E. The School District shall have the right to accept combination bids received from a Bidder for more than one Bid category.

13. **COMPLIANCE WITH LAWS**

- A. All Bidders and the Vendor shall perform and work on the Project and other operate in conformance with all applicable local, state, and federal laws, rules, regulations and ordinances. Nothing contained in the Contract shall be construed in any manner so as to require or permit any act that is prohibited by law.

14. **INDEMNIFY AND HOLD HARMLESS AGREEMENT**

Vendor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the School District, the members of its Board of Education (in their individual and official capacities), administrators and employees, from any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, injuries, damages, costs, expenses, including actual attorneys' fees and actual expert witness' fees, and the cost of litigation that are asserted by any person or entity to the extent arising out of the acts or omissions or willful misconduct in the performance by the Vendor, its officers, employees and agents hereunder, whether or not there is concurrent negligence on the part of the School District, or any breach of any terms or warranty(s) required under this RFB or the Contract, or the Vendor's failure to comply with any and all applicable laws. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

15. **TERMINATION OF CONTRACT**

If at any time, in the opinion of the School District,

- 1) Vendor fails to conform to the requirements of the Contract; or
- 2) Vendor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt;
- 3) Any legal proceedings are commenced against Vendor which may interfere with the performance of the Contract; or
- 4) Vendor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute the Project with the diligence and force specified and intended in any by the terms of the Contract, notice thereof in writing may be served upon him/her, and should he/she neglect or refuse to provide means for a satisfactory compliance with the Contract as directed by the School District within the time specified the School District in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the Contract. Any excess of the cost arising there from will be charged against the Vendor. In the event of such termination, all monies due the Vendor or retained under terms of the Contract shall be forfeited to the School District; but such forfeiture will not release the Vendor from liability for failure to fulfill the Contract.

INDEX OF ATTACHMENTS

FRASER PUBLIC SCHOOLS

RFB FOR FOOD SERVICE EQUIPMENT

Attachment A – Bid Pricing Form

Attachment B – Familial Disclosure Affidavit

Attachment C – Iran Linked Business Affidavit

FRASER PUBLIC SCHOOLS

**REQUEST FOR BIDS
FOR
FOOD SERVICE EQUIPMENT**

ATTACHMENT A - BID PRICING FORM

<u>Bidder Information</u>	
<u>Bidder Name:</u>	
<u>Business Address:</u>	
<u>Contact Person:</u>	<u>Telephone:</u>
<u>E-Mail:</u>	<u>Fax:</u>

A. Pricing

This pricing is for the Food Service Equipment as requested in the RFB. All specifications, warranties and other information relative to the proposed supplies/materials/equipment must be provided as part of the Bid. This pricing must be inclusive of all costs and expenses of Vendor to complete the Project as set forth in the RFB, and are to be expressed as not-to-exceed amounts and all amounts are to include all supplies/materials/equipment services, warranties, delivery, taxes, fees and permits, overhead and profit to perform the Project.

BID PRICING FORM

FOOD SERVICE EQUIPMENT

ITEM #	MANUFACTURE R	DESCRIPTION	DETAIL	QTY	PRICE
SGL40TR	Cleveland	Tilting Skillet	Tilting Skillet, natural gas, 40 gallon capacity, 91,000 BTU, 120 volt, includes PCS pan carrier for floor model	1	
VC55GD	Vulcan	Convection Oven	Convection Oven, gas, double deck, standard depth, 2 – 50,000 BTU, extended warranty for K-12 School nutrition, Energy Star	1	

B. ACKNOWLEDGEMENT OF ADDENDA TO THE RFB

<u>Addendum Number</u>	<u>Date</u>
1	_____
2	_____
3	_____

The Bidder acknowledges the following addendum(a) that were issued to the RFB:

C. ACKNOWLEDGMENT OF TERMS & AUTHORIZATION

The undersigned Bidder acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Bids received in response to this RFB; (ii) to waive informalities and irregularities in the RFB process; and (iii) to award the Contract to other than the Bidder with the lowest financial bid. If awarded the Project, the Bidder agrees to enter into the form of Contract with the School District, and to furnish the Project in strict accordance with the RFB and the Contract. By submitting a Bid, the Bidder certifies that its Bid, as submitted, complies with all terms and conditions as set forth in this RFB, unless specifically enumerated as an exception as part of its Bid.

Bidder Name: _____

Authorized Individual Name: _____

Position/Title: _____

Signature: _____

Date: _____

FRASER PUBLIC SCHOOLS
RFB FOR FOOD SERVICE EQUIPMENT

ATTACHMENT B

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of the undersigned Vendor (the “Vendor”), pursuant to the familial disclosure requirement provided in the Fraser Public Schools’ (the “School District”) Request for Bids for Food Service Equipment, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Vendor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District’s Board of Education Members and its Superintendent may be found at www.Fraser.12K.mi.us.

List any Familial Relationships:

VENDOR:

Name of Vendor

Authorized Signature:

Printed: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

_____, Notary Public
____ County, _____
My Commission Expires: _____
Acting in the County of : _____

FRASER PUBLIC SCHOOLS

RFB FOR FOOD SERVICE EQUIPMENT

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named Vendor (the “Vendor”), pursuant to the compliance certification requirement provided in the Fraser Public Schools’ (the “School District”) Request For Bids For Food Service Equipment (the “RFB”), hereby certifies, represents and warrants that the Vendor (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 Vendor is awarded a Contract as a result of the aforementioned RFB, the Vendor will not become an “Iran linked business” at any time during the course of performing any services under the Contract.

The Vendor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for bid/proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

VENDOR:

_____ Name of Vendor

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____