RFP #HV-910-061221

REQUEST FOR QUALIFICATIONS

FOR

GYM FLOOR REFINISHING REPAIR SERVICES

BID SUMMARY

Commodity/Service Being Requested: Gym Floor Refinishing and Repair Services

Type of Solicitation: Request for Qualifications (RFQu) - Huron Valley Schools, in partnership with the Michigan Association of Counties (MAC) bid program, is implementing a Gym Floor Refinishing and Repair Services procurement program statewide throughout Michigan. School districts and other public entities across the state have been requesting a Gym Floor Refinishing and Repair Services contract vehicle be put in place that makes the purchase of Gym Floor Refinishing and Repair Services affordable and easy to order.

Through this process, it is the goal of Huron Valley Schools to:

- Competitively prequalify and establish contractors to provide Gym Floor Refinishing and Repair Services for the next three to five years. The resulting contract(s) will enable public municipalities, non-profit organizations, and school districts to "piggyback" and purchase on an as needed basis from the awarded pool of contractors. The list of entities that will be using this bid will continue to grow statewide.

Type of Resulting Contract: Statewide Cooperative Contract - As a result of this RFQu, Huron Valley Schools will work with the Michigan Association of Counties to market and extend the resulting contract(s) to other government municipalities and school districts statewide. The vendor or vendors will be competitively selected as having been qualified as defined within the qualification section of this RFQu.

Resulting Contract Term: Three (3) years with two (2) one-year renewal options.

TIMETABLE	
Release of RFQu:	June 21, 2021
Due Date for Receipt of Questions:	June 29, 2021
Questions and Answers Posted:	July 2, 2021
Proposals Due by (11:00 AM/ EST) *:	July 23, 2021
Notice to Award:	July 2021
Master Agreement Award Date:	July 2021

*Responses received later than the specified deadline will be disqualified.

Contacts with Huron Valley Schools Personnel: All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be sent to the following email: **wolford@macservcorp.com**

Contents

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING 4
1.1 Minimum Mandatory Requirements 4
1.2 Product and Service Categories 4
1.3 Product Specifications 5
1.4 Service Specifications 6
1.5 Service Capabilities 8
1.6 Customer Service 9
1.7 Purchase Orders 9
1.8 Delivery & Acceptance 9
1.9 Pricing Schedule 10
1.10 Price Assurance 11
SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE 12
2.1 Company Profile 15
2.2 References 16
2.3 Assurances and Certifications 19
2.4 Construction Bid Disclosure Statement 20
SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS 20
3.1 Huron Valley Schools Responsibility 20
3.2 Truth and Accuracy of Representations 20
3.3 Proposers Questions 20
3.4 Preparation of the Proposal 21
3.5 Bid Submission Deadline 21
3.6 Adherence to Mandatory Requirements (Pass/Fail) 21
3.7 Evaluation Process 22
3.8 Evaluation Criteria 22
3.9 Optional Tools to Enhance Evaluation Process 22
3.10 Huron Valley Schools Option to Reject Proposals 23
3.11 Freedom of Information Act 23
3.12 Contacts with Huron Valley Schools Personnel 23
3.13 Final Agreement Award Determination 23
APPENDIX A – Regional Delivery Map 24

Solicitation Terms and Conditions can be found at www.hvs.org/district/purchasinginfo/

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

1. Proposer must have three (3) years' experience, within the last five (5) years, providing Gym Floor Refinishing and Repair Services that is equivalent or similar to that being requested by Huron Valley Schools as described herein.

2. Provide pricing to Huron Valley Schools/MAC for Gym Floor Refinishing and Repair Services.

3. Please include a detailed proposal describing your companies plan for the delivery services. Please also list the types of floors serviced and normal timelines for scheduling and work.

Proposer Response:
Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the number of words for your responses.

1.2 Product and Service Categories

Huron Valley Schools is seeking licensed vendors to provide Gym Floor Refinishing and Repair Services:

Services levels to include but are not limited to:

1. Screen and Refinish.
    a. Provide all necessary labor, material and equipment to surface-screen existing gymnasium floors and the re-application of new floor finish, including touch-up of game lines, keys and center circle.

2. Screen, Paint and Refinish
    a. Provide all necessary labor, material and equipment to surface-screen existing hardwood floors. Apply new floor finish on hardwood floors and paint existing painted areas.

3. Sand, Paint and Refinish
    a. Provide all necessary labor, material and equipment. Completely sand and refinish the work to include complete removal of existing finish applications of wood floor sealer,

application of floor finish. Paint all game lines to be in conformance with National Federation of State High School Associations Court Diagram Guide. Contractor to include in quote repainting of all existing game lines including basketball, volleyball, etc. Include center court school logo, solid color keys, school name at each end of the court.

Floor finish to be an oil based Bona Sport or owner approved equal.

Please provide a in your response, a description of your process for each of the three work task levels with a price /square foot for each level. Also include a pricing methodology for repairs and section replacements.

Please provide hourly pricing for additional line Painting.

1.3 Product Specifications

1.3.1 Reservation of Rights

Huron Valley Schools will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Huron Valley Schools further reserves the right to waive any irregularity or informality in the RFQu process or any bid, and the right to award to one or multiple vendors. Huron Valley Schools reserves the right to add or delete services from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Huron Valley Schools may use the product or service cost, or the sum of groups of products and/or services, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Huron Valley Schools reserves the right to request additional information from any or all Proposers. Huron Valley Schools also reserves the right to select one or more vendors to award a contract to under this RFQu. In the event a bid is accepted by Huron Valley Schools and the vendor asserts exceptions, special considerations or conditions after acceptance, Huron Valley Schools, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

1.3.2 Competition Promoted

The name of a model, manufacturer or brand in Huron Valley Schools bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Huron Valley Schools to provide a multitude of options to the eligible agencies. Huron Valley Schools expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFQu. Further, it is Huron Valley Schools intent that this RFQu 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, materials, equipment or products requested in this RFQu 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. Huron Valley Schools, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFQu and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Huron Valley Schools in writing if any specifications or suggested comparable equivalent products/brands require clarification by Huron Valley Schools prior to the due date for bids.

Please confirm your understanding by checking Yes or No.

☐ Yes ☐ No

1.4 Service Specifications

All services furnished must be in conformity with the participating agency requirements and specifications and will be subject to acceptance by the individual customers at delivery. The right is reserved to reject the service at the risk and expense of the vendor.

1.4.1 Contractor Code of Conduct

The purpose of the Huron Valley Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Huron Valley Schools for persons both contemplating performing work and performing work for Huron Valley Schools in the capacity of a contractor or subcontractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract. In general, it is expected that everyone entering a Huron Valley Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.

Prior to the beginning of a job, the contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures. Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:

All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the Building Engineer

All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas.

All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by contractors for disposal.

All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.

Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractors are reminded that there may be asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.

The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees.

In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Huron Valley Schools will be grounds for immediate removal from the building and the project.**

Please confirm your understanding by checking Yes or No.

☐ Yes ☐ No

1.5 Service Capabilities

1.5.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

Proposer Response:

1.5.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

Proposer Response:

1.6 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Huron Valley Schools. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

Proposer Response:

1.7 Purchase Orders

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be delivered and billed directly to these institutions.

Please confirm your understanding by checking Yes or No.

☐ Yes ☐ No

1.8 Delivery & Acceptance

The Proposer will be required to quote prices for all known costs for the requested products and services. Proposer should address the following items and costs in their proposal and other item/costs that they are aware of that may not have been requested in this bid.

- Time frames for delivery of service;
- Please give a description and the costs associated with products and the service model you recommend.
- What is your Ordering procedure and/or process?
- Policies and procedures for an organization accepting a delivery of service.

Proposer Response:

1.8.1 Reporting Capabilities

Contractors are required to submit quarterly sales reports and other reporting documents, as it pertains to this contract.

Please confirm your understanding by checking Yes or No.

☐ Yes ☐ No

1.8.2 Shipping Errors

The receiving entities have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

Please confirm your understanding by checking Yes or No.

☐ Yes ☐ No

If "NO" was answered on any items in Section 1.3, 1.4, 1.7, 1.8, please explain:

1.9 Pricing Schedule

1. Price Guarantee

Price Stability Guarantee

For the first year of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free on Board (F.O.B) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of one (1) or more.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

4. Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Huron Valley Schools must approve promotional materials referring to the Huron Valley/MAC Agreement prior to release. Huron Valley/MAC will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Huron Valley/MAC awarded items:

A. Submit all promotions for approval
B. Identify the savings amount
C. Identify the final price
D. Specify the time period in which a purchase must be made

E. Identify the link to a rebate form (preferred) or provide the form

5. Tax Excluded from Price

(a) Sales Tax: Huron Valley and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

Proposer Response:

1.10 Price Assurance

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of RFQu # HV-910-061221 – Gym Floor Refinishing and Repair Services

3. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Huron Valley Schools, will be the basis for the Bidder to enter into a contract with Huron Valley Schools in accordance with the intent of the bid documents.

4. The undersigned acknowledges receipt and acceptance of all addenda.

5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
    - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
    - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
    - Assurance Regarding Access to Records and Financial Statements
    - Iran Economic Sanctions Act
    - Familial Relationship Disclosure
    - Non-Collusion Affidavit

6. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQu and associated bid documents.

7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against Huron Valley Schools based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Vendors who do business with the Huron Valley Schools shall hold Huron Valley Schools, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Huron Valley Schools, prior to award, and

shall include an insurance certificate and additional insured certificate, naming Huron Valley Schools, which meets the minimum insurance requirements, as stated in the terms and conditions.

10. Bidders are requested to submit a bid on any category(s) that they are able to supply as specified. Substitutions will not be considered. If the documents note "or acceptable equal" all manufacturers will be considered. Products for consideration must comply with bid category "general notes" and identify discrepancies where product does not meet or exceed the specified (basis of design) product for design, finish, and quality.

11. Should a Bidder find discrepancies in, or omissions from the specifications, details, instructions and bid proposal form, or should the bidder be in doubt as to the meaning, the bidder should notify, the bid contact who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.

12. It is the Bidder's responsibility to note any detail or specification that, in his opinion, is not practical or functional.

13. Interpretations and supplemental instructions will be issued by Addenda. No Bidder shall rely on any interpretations or corrections given by any other method. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding.

14. Copies of addenda will be made available for inspection wherever Bidding Documents are posted.

15. Submit requests for clarification or interpretation of the Bidding Documents in writing on bidder's letterhead stationery, pdf format. The cut-off date for submission of clarifications, interpretations, ambiguities, inconsistencies, and or errors discovered is June 29, 2021.

16. Failure of Bidder to receive such addenda shall not relieve him from any obligation under his bid as submitted.

17. Failure to comply with instructions stated in this section may result in rejection of bid.

18. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price(s) specified in the contract agreement.

19. Huron Valley Schools requires all Contractor owners, employees, agents, representatives, subcontractors, and/or other personnel who will be present on School grounds to submit to a criminal history background check. This background check will include a requirement for each contractor owner, employee, agent, representative, subcontractor, and/or other personnel to be

screened before he/she enters School grounds. A valid State ID card or Driver's License is required to complete the background check.

20. All information issued prior to the close of the bidding period shall be included in returned bid proposals and acknowledged on the Bid Proposal Form.

Solicitation Terms and Condition can be found at www.hvs.org/district/purchasinginfo/

2.1 Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): ☐ Corporation ☐ Joint Venture ☐ Limited Liability Partnership ☐ Partnership ☐ Limited Liability Corporation ☐ Non-Profit / Church ☐ Other: _____
Street Address:		
City:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number		
Primary Contact Email Address:		
Dunn & Bradstreet (D&B) Number (if applicable):		
Has your company been debarred by the Federal Government? ☐ Yes ☐ No *If yes, has it been lifted and if so, when?*		
Has your company been debarred by State Governments? ☐ Yes ☐ No *If yes, has it been lifted and if so, when?*		
Brief history of your company, including the year it was established:		
Signature:		
Name and Title of Signer:		
Date:		

Please Include your W-9 with your proposal.

2.2 References

Provide a minimum of three (3) customer references for services of similar scope dating within the past 5 years.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	
Annual Volume:	

2.3 Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
The applicant herby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education (MDE).

Assurance Regarding Access to Records and Financial Statements
The applicant hereby assures that it will provide the pass-through entity, i.e., the Huron Valley Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F, and Compliance Supplement for the U.S. Department of Education.

Iran Economic Sanctions Act
The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Huron Valley Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

2.4 CONSTRUCTION BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

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 the Huron Valley Schools Board of Education or the Huron Valley Schools District Superintendent must be accompanied with the bid**. Bids without this disclosure statement will not be accepted.**

The members of the Huron Valley Schools Board of Education are: Thomas Wiseman, Denise Pistana, Sean Carlson, Denise Forrest, Lindsey Cotter, Jeffrey Long, Jim Pearson.

The Huron Valley Schools Superintendent is: Dr. Paul Salah

The Following are the familial relationships:

_____
_____
_____

☐ There are none.

Vendor Signature:
Date:

Notary
State of _____ County of _____ Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____ My commission expires:

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN)
)
[**NAME OF COUNTY**])

ss:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, gift, fee, commission or thing of value on account of such sale.

_____
Bidder (Firm)

_____
Signature of Bidder or Agent

Subscribed and sworn to before me this _____day of_____, 20___.

My commission expires: _____

County of residence: _____

_____
Notary Public Signature Seal

(Return this completed form with bid package)

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key project dates and activities as well as instructions to proposers on how to prepare and submit their proposal:

TIMETABLE	
Release of RFQu:	June 21, 2021
Due Date for Receipt of Questions:	June 29, 2021
Questions and Answers Posted:	July 2, 2021
Proposals Due by (11:00 AM/ EST) *:	July 23, 2021
Notice to Award:	July 2021
Master Agreement Award Date:	July 2021

*Responses received later than the specified deadline will be disqualified.

3.1 Huron Valley Schools Responsibility

Huron Valley Schools is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Huron Valley Schools Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

3.3 Proposers Questions

Proposers may submit written questions regarding this RFQu by e-mail to the address identified below. All questions must be received by 10:00 am EST (Eastern Standard Time) no later than Tuesday, June 29, 2021. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQu.

When submitting questions please specify the RFQu section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFQu. Huron Valley Schools reserves the right to group similar questions when providing answers. Questions should be addressed to:

Email address: wolford@macservcorp.com

Huron Valley Schools may modify the RFQu at any time during the bid process. All changes to the RFQu will be posted under the bid number and each posting officially revises the RFQu.

3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFQu. The proposal must remain valid for at least 120 days from the due date for responses to this RFQu.

The Proposer will be responsible for completing and submitting the following sections of this RFQu:

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the number of words for these responses**.**

Section 2.0 – Bidder Information and Acceptance – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: Friday, July 23, 2021, 11:00 AM EST (the "Due Date"). Any bids received after this time will not be opened.

Send or deliver One (1) copy of the bid, clearly marked **Gym Floor Refinishing and Repair Services Bid HV-910-061221 along with one electronic copy on a USB Flash Drive** to:

Geoffrey VanGoethem, Assistant Superintendent, Business & Operations
Huron Valley Schools - Administrative Building
2390 South Milford Road
Highland, Michigan 48357

In the event, the Administration 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 the Administration Building is open. Administration Building is open to accept bids 8:00am – 4:30pm EST.

Due to COVID 19 our Bid Opening will be virtual. If you are interested in attending by Zoom please contact Charles Wolford by email wolford@macservcorp.com for the meeting information.

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Huron Valley Schools Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFQu.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFQu. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

A. Huron Valley Schools may contact the proposer for clarification of the proposer's bid.
B. Huron Valley Schools may use other sources of information to perform the evaluation.
C. Huron Valley Schools may require the proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFQu. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Huron Valley Schools and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Huron Valley Schools may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

A solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is in the best interest of Huron Valley Schools in accordance with regulations.

3.8 Evaluation Criteria

1. Evaluation Factors for Statement of Work (Section 1) – 40 points
2. Company Profile (Section 2.1) - 10 points
3. References (Section 2.2) – 20 points
4. Pricing – 30 points

3.9 Optional Tools to Enhance Evaluation Process

Huron Valley Schools during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Huron Valley Schools:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)

- Negotiations

3.10 Huron Valley Schools Option to Reject Proposals

Huron Valley Schools may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFQu. Huron Valley Schools shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. Huron Valley Schools reserves the right to waive inconsequential disparities in a submitted proposal.

3.11 Freedom of Information Act

This contract and all information submitted to Huron Valley Schools by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Huron Valley Schools shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFQu, the Proposer shall be deemed to have agreed to indemnify and hold harmless Huron Valley Schools for any liability arising from or in connection with Huron Valley Schools failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Huron Valley Schools Personnel

All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be e-mailed as follows:

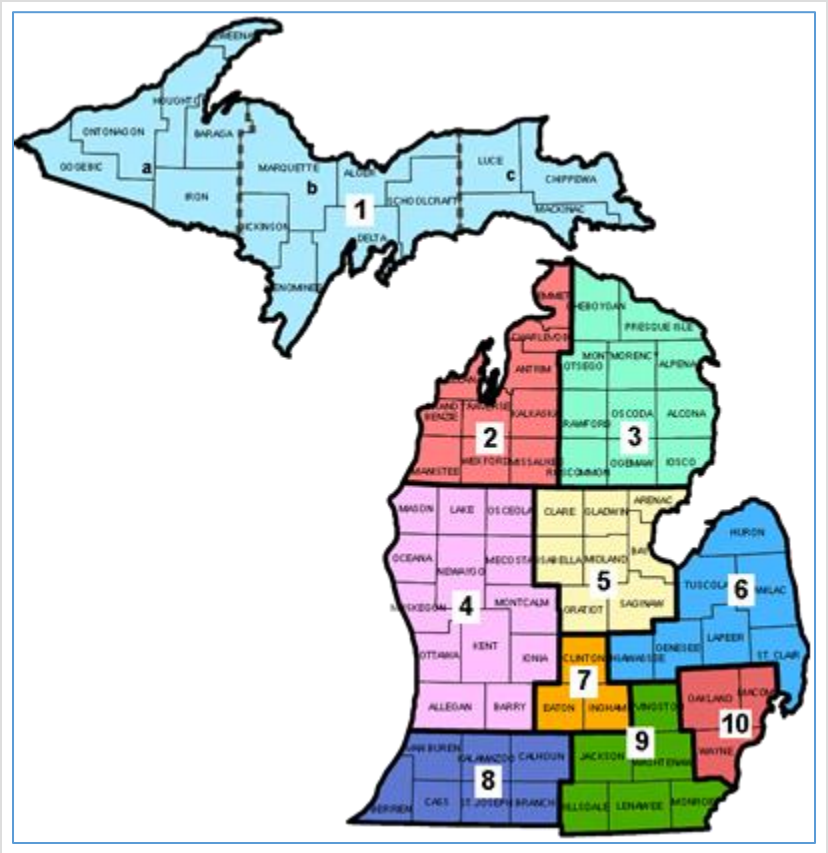
Email address: wolford@macservcorp.com

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Huron Valley Schools personnel other than the Procurement Contact, Huron Valley Schools, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Huron Valley Schools in writing will be binding with respect to this RFQu.

3.13 Final Agreement Award Determination

Huron Valley Schools reserves the right to make one total award, one award for each category/section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Huron Valley Schools.

APPENDIX A –Regional Delivery Map



1. Upper Peninsula
2. Northwest
3. Northeast
4. West
5. East Central
6. East
7. South Central
8. Southwest
9. Southeast
10. Detroit Metro