

PROJECT MANUAL

GRAND RAPIDS PUBLIC SCHOOLS

GRPS/Dean Transportation Fuel Tank Replacement Request for Proposal (RFP)

August 18, 2025

GRPS Facilities & Operations
900 Union Avenue NE
Grand Rapids, MI 49503

Telephone (616) 819-3010

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INSTRUCTIONS TO BIDDERS

PROJECT: Fuel Tank Replacement

OWNER: Grand Rapids Public Schools

BID DATE: September 5, 2025

BID TIME: 10:00 am

LOCATION FOR RECEIVING BIDS: Grand Rapids Public Schools
Service Building
900 Union Avenue NE
Grand Rapids, MI 49503

SUMMARY OF WORK

Act as Contractor for Construction of Fuel Tank Replacement Project.

1. Prepare and submit an “*Application for Installation of Aboveground Storage Tanks*” (Form BFS-3859) to the Michigan Department of Licensing and Regulatory Affairs, Bureau of Fire Services, Storage Tank Division (LARA), pay the application fee, and obtain LARA approval for the new AST system.
2. Obtain any required county and local government permits to complete the UST system removal, AST system installation, and site restoration activities, including, but not limited to, an electrical permit for the AST system.
3. An environmental consultant retained by GRPS will be responsible for submitting a 30-day intent to remove USTs to LARA, completing the required groundwater and/or soil assessment during the tank and piping removal activities, preparing the assessment report, and amending the UST registration upon project completion.
4. Submit a utility locating ticket to MISSDIG at least three business days but no more than 14 days before commencing the UST system removal activities and also provide a copy of the MISSDIG ticket and positive response verification to GRPS before work begins. While not mandatory, GRPS encourages the Contractor to retain private utility marking services to verify and mark subsurface utilities not identified through the MISSDIG utility locating system. The Contractor will be responsible for repairing at its own expense all damage caused to the existing subsurface utilities (e.g., storm sewer system, including underdrains and the oil/water separator, and electrical conduits to infrastructure unrelated to the UST system) and above ground infrastructure that will not be removed (e.g., canopy structure).
5. In addition to the attached GRPS insurance requirements, the contractor shall obtain a pollution liability insurance of not less than \$3,000,000 per occurrence per Section 21107 of Part 211.
6. Mobilize project tools, equipment, personnel, and materials and demobilize when completed.
7. Place management controls nearby onsite storm sewer catch basins.

8. Provide and erect temporary fencing or other barricades each day before departing the site to prevent unauthorized access to the work area and open excavations. Relying on only caution tape and/or parked equipment does not represent an acceptable barrier.
9. Remove concrete overlying the UST basin and portions of the dispenser area necessary to remove the dispenser units, containment sumps, and product piping, and install the replacement AST system.
10. Remove and dispose of the 8' x 10' wooden shed housing the automatic tank gauge unit and the associated foundation (if any), including all transportation and disposal fees.
11. Conduct all activities necessary to remove two 12,000-gallon USTs, dispenser units, all product piping, vent pipes, and containment sumps. Based on a review of LARA's tank registration list (Facility: 00034365), the tanks are double-walled, other, and polyethylene tank jacket. The piping is double-walled fiberglass-reinforced plastic. Dewatering is unnecessary during UST system removal. The Contractor must follow Michigan waste disposal regulations and properly dispose of the removed USTs and associated components.
The UST removal system activities shall be consistent with API Publication 1604 and include, but are not limited to, the following:
 - Retain a licensed electrician to disconnect electrical service to the fueling area, including but not limited to the UST system, exterior lighting, and shed housing the ATG unit.
 - Remove and store residual liquid from each tank in 55-gallon drums provided by the Contractor or retain a subcontractor to recover and properly dispose of the liquid using a vacuum truck. GRPS is responsible for removing fuel from both USTs to fluid levels of two inches or less before the UST removal activities.
 - Excavate and stockpile soils necessary to remove the UST system components.
 - Monitor and vent tanks or utilize other methods to eliminate potential fire/explosion hazards during tank removal (e.g., dry ice).
 - Remove and containerize any sludge/liquid/debris present within the USTs following removal.
 - Remove and properly dispose of the USTs, dispenser units, dispenser sumps, and piping, and provide documentation of recycling/disposal to GRPS. Removal of tank concrete anchor pads or deadman from the tank basin, if present, is not required.
 - Assist the environmental consultant retained by GRPS with collecting assessment samples from the base of the tank basin.
12. Supply and install the following above ground tanks and associated components.
 - 20,000-gallon (Diesel) horizontal double-wall, fire-rated Fireguard tank with emergency/working vents, manway, remote fill assembly with overfill protection, and shipped with vacuum on the interstice (diesel AST).
 - 3,000-gallon (Gasoline) horizontal double-wall, fire-rated Fireguard tank with emergency/working vents, manway, remote fill assembly with overfill protection, and shipped with vacuum on the interstice (unleaded gasoline AST).
 - Bump posts at the AST locations and the fuel dispenser islands.
 - Galvanized piping and associated supports from the ASTs to transition sump with submersible pumps, valves, etc.
 - Underground double-walled fiberglass pipes from transition sump to four dispenser island sumps equipped with product piping and conduit bulkheads (to be liquid tight).
 - Five Bennett or equivalent electronic, single-fuel commercial dispenser islands with new hose and nozzle assemblies installed at the existing dispenser locations (four diesel, one gasoline).

- A complete tank monitor system capable of communicating out with the fuel management system, including but not limited to probes, sump sensors, interstitial sensors, overfill alarm, printer, and electrical service
 - All electrical connections from shed to tanks and dispenser's locations, and monitoring systems, including new data line for monitoring.
 - A PV200 PetroVend Fuel Island Terminal fully integrated into the AST system with fuel management software.
 - A replacement 8' x 10' shed with interior lighting on the concrete slab, waterproof and heated enclosure at least 20 feet and no more than 100 feet from the ASTs to house the tank monitor system.
13. Provide equipment integration and start-up, as well as train GRPS and Dean transportation designated representative.
 14. Arrange all required inspections during and following AST system installation, prepare and submit registration paperwork, and obtain written approval of the AST system from LARA.
 15. UST Basin Backfill: Soil stockpiled to facilitate UST system removal and AST system installation may be used to partially backfill the UST basin excavation area **if** it is free of debris, clay balls, and organic matter and achieves the required compaction. The remaining tank basin backfill requires sand that meets MDOT Class I, Class II, or Class IIA grading requirements, crushed stone/concrete, or pea stone/pea pebble. At least the top eight inches of backfill material shall consist of MDOT 21AA or 22A crushed stone/concrete. Compact the backfill to at least 95% maximum dry density (per ASTM D-698) at 12-inch lifts. The Contractor must retain a certified geotechnical testing professional to test and verify adequate compaction. The Contractor must provide the compaction testing documentation to GRPS upon project completion. Compaction testing is unnecessary for crushed stone/concrete or pea stone/pea pebble intervals.
 16. Trench Backfill: Provide and install proper material (e.g., pea stone) and fiber cloth to backfill trench runs.
 17. Stage any excess soil not utilized or unsuitable as backfill at a GRPS-specified location on contractor-provided plastic sheeting. The Contractor must also cover the soil with plastic sheeting. GRPS will be responsible for soil characterization and disposal, including transportation to the disposal facility.
 18. UST Basin Surface Restoration: Sawcut, remove, and dispose of concrete and asphalt in the UST basin area after backfilling to ensure clean edges a minimum of 24" from perimeter of the original UTS basin concrete pad before surface restoration. Based on past boring logs, the asphalt thickness likely varies from 4 to 6 inches. Complete the surface restoration with concrete a minimum of 6 inches thick. Pavement is unnecessary in the portion of the tank basin formerly covered with grass.
 19. Dispenser Area Surface Restoration: Sawcut all trench runs to ensure clean edges before surface restoration according to previously mentioned concrete specifications. Complete the surface restoration with 6" min. thick concrete pad. The concrete shall be ready-mixed, reinforced (ASTM A-615 grade 60), and have a minimum 28-day compressive strength of not less than 4,000 PSI, with 4% - 6% entrained air, a maximum aggregate size of 1 1/2" and a slump of 2" to 4". The Contractor must also include rebar on 12-inch centers.
 20. Provide a line item description and cost for any additional expected task associated with the UST system removal and AST system installation that is not addressed above.
 21. Residuals Disposal: All drummed residuals generated during UST system decommissioning, including any cleaning solutions, must be properly labeled (e.g., generator, date, contents) according to its contents. The Contractor must provide unit pricing per drum for characterization, transportation, and disposal of hazardous and

non-hazardous residuals separate from the base bid. The Contractor must provide supporting documentation of disposal (e.g., signed manifests) if GRPS elects to retain the Contractor to complete drum disposal.

22. Refer to the attached Existing Conditions, Demolition, and New Construction drawings for more project information.

PRE-BID CONFERENCE

A pre-bid conference will be held at:

ADDRESS: GRPS Services Building
900 Union Ave. NE, Grand Rapids, MI 49503

DATE: August 26, 2025

TIME: 1:00pm

Attendance at the pre-bid conference is **MANDATORY** for those firms wishing to be considered for contract award.

CONTRACT DOCUMENTS

The Contract Documents, alone, detail the requirements of the project, and bids shall be based only on information presented there. Information obtained from others shall not affect the risks or obligations the Constructor assumed or relieve the Constructor from fulfilling any part of the contract.

SUBSTITUTIONS DURING THE BIDDING PERIOD

Unless otherwise noted, manufacturers and products not named in the specifications will be given consideration during the bidding period. Written approval from the Design Professional shall be obtained before a bidder uses substitute materials or manufacturers in its bid estimate. Bidders who base their bids on substitute materials or manufacturers without the Design Professional's written approval do so at their own risk.

Requests for substitutions during the bidding period must be received at least ten calendar days prior to bid date and may be emailed to the Design Professional at the email address noted above. The burden of showing the requested product is an adequate substitution for the specified product rests with the Bidder.

Substitution requests shall be reviewed by the owners for quality and function, only. The owner's approval of a substitution shall be communicated to all plan holders in an addendum. Bidders shall be responsible for any unforeseen costs that result from using an approved substitution.

TIME FOR COMPLETION

The Constructor shall be 100% complete with the work on or before 3/6/2026 *

Removal of Existing Tanks – October 2025

Installation of New Tanks – February 2026 or Sooner (* tank lead time)

Conditions precedent to establishing final completion include:

- A. All punchlist items having been completed and accepted by Owner.
- B. Manufacturer inspection, approval, and warranties.

RESPONSIBILITY OF BIDDERS

Bidders shall study the Summary of Work and visit the site to satisfy themselves of all conditions before submitting a bid. It is incumbent upon bidders to reconcile any ambiguities, errors or omissions in the documents discovered during the bidding period.

It is the responsibility of each bidder to take those steps necessary to satisfy itself of the physical conditions under which the Work will be performed and the condition of the existing facilities, including those which may not be a part of the Work but could be affected by the performance of the Work, and account for all general, local and prevailing conditions at or near the site that may in any manner affect the cost, schedule, progress or performance of the Work.

Questions about the bid documents, the intent of the design, or errors or omissions discovered in the documents shall be formally submitted to the Owners Representative by email at the address given above not less than 3 calendar days prior to the date set for receipt of bids.

INSPECTION OF PREMISES

Contact Dale Cammenga at Facilities & Operations at (616) 819-3010, prior to visiting the site, to arrange and to receive access assistance.

COST CONSIDERATIONS

Unless specifically noted otherwise, bids shall include the following costs:

- 1. Permits, fees, notices, etc. for any federal, state or local government agency having jurisdiction over the project.
- 2. Inspections by building authorities and other government agencies.
- 3. Maintaining an environment in compliance with all rules, statutes, regulations and codes covering an occupied school facility.
- 4. All equipment is required to fully and safely complete the work. No equipment shall be furnished by or borrowed from Owner.
- 5. Prevailing Wages ☐ DO, ☒ DO NOT apply to this Project.

BID SECURITY

Bid security shall be made payable to "Grand Rapids Public Schools" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal government, or an executed Bid Bond on ConsensusDocs form 262, AIA form A310, or a substantially similar form in the amount of 5% of the bid. A bid bond shall be executed with a surety authorized to do business in the State. A certified or cashier's check or money order submitted as bid security shall be held by the Owner until a contract has been executed.

BIDDING PROCEDURES

1. Bids shall be submitted on the Bid Form included with this document. All blank spaces shall be printed in ink or typewritten. The Bid Form must be fully completed, signed and sealed. In the event of a discrepancy between the words and figures entered on the Bid Form, the written word shall take precedence over the numerical figures.
2. Three originals of the bid shall be submitted in a sealed, opaque envelope bearing the following information clearly marked on the outside:

Grand Rapids Public Schools
Attn: Mr. Dale Cammenga, Director of Design and Construction
900 Union Avenue NE
Grand Rapids, MI 49503

Sealed bid for: Fuel Tank Replacement

The envelope shall also bear on the outside, the name of the bidding firm, its address and telephone number.

3. Include bid security in the amount identified above.
4. Include a completed and signed Statement of Familial Relationship or the bid may be disqualified.
5. Include a completed and signed Iran Business Relationship Affidavit or the bid may be disqualified.
6. Include completed DTMB documents: Demographics, Statistics and Certification and Certification of a Michigan-based business. These forms are collected for statistical purposes and will not affect award of the contract.
7. Include a completed and signed Debarment and Suspension Certification.
8. Bids will be received until the time and date noted above at the location noted above, unless modified by Addendum, at which time all bids will be opened and read aloud.
9. Bids received after the date and time set for receipt of bids will not be considered or accepted.
10. Bids transmitted by fax, telephone, or electronic mail will not be accepted.

EVALUATION AND AWARD

1. The Owner may waive informalities or minor defects in a bid, may reject any and all bids, or may award to any bidder, regardless of bid amount, when the Owner deems it is in its best interest.
2. Any bid that is incomplete, obscure, or irregular may be rejected. Bids having erasures or corrections may be rejected. Bids that omit a price on any item in the Bid Form may be rejected. A bid for which unit prices are omitted or for which

unit prices are, in the sole opinion of GRPS, unbalanced may be rejected. Any bid accompanied by insufficient or unacceptable bid surety may be rejected. A conditional or qualified bid may be rejected.

3. The Owner reserves the right to reject all bids if all bids exceed its budget for contract award.
4. In accordance with GRPS Policy 3660 and 3670. Policies are attached to the Bid Form.
5. Upon approval of contract award by the GRPS Board of Education, the Owner will issue a Notice of Award to that bidder making Grand Rapids Public Schools the most advantageous offer. Payment and performance bonds will be required if the award amount is \$50,000 or more. Once Notice of Award has been issued, the prospective contractor shall obtain and submit payment and performance bonds, if necessary, insurance in accordance with the terms of the construction contract and any additional documentation requested by the Owner.
6. Upon receipt of acceptable payment and performance bonds, if necessary, an insurance certificate showing coverages and limits in accordance with the contract, and any additional documentation requested by the Owner, a contract will be forwarded for signature.

INSTRUCTIONS SUBSEQUENT TO AWARD

1. After executing a contract, the Owner will issue a Notice to Proceed identifying the agreed upon start date. No work shall be performed prior to the start date in the Notice to Proceed.

BID FORM

Grand Rapids Public Schools
Fuel Tank Replacement

DATE: _____ (Bidder to enter date)

SUBMITTED BY: (Bidder to enter name and address)

Bidder's Full Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____

OFFER

- A. Having examined the place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Owner for the Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the lump sum price of:

Total Project Base Bid: _____

_____ dollars (\$_____), in lawful money of the
United States of America.

- B. We have included bid security in the amount of 10% of the base bid as required by the Instructions to Bidders.
- C. The cost of the 100% Payment and Performance Bonds included in the base bid is
\$_____.
- D. The base bid price includes all applicable taxes.
- E. This project is tax exempt.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty (60) days from the date on which bids were opened.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
 - 1. Furnish the required bonds and insurance certificates within ten days of receipt of Notice of Award.
 - 2. Execute the Agreement immediately upon receipt from the Owner.
 - 3. Commence work within ten days after written Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds and insurance certificates, the bid security shall be forfeited as damages to Grand Rapids Public Schools by reason of our failure, limited in amount to the lesser of the face value of the bid security or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the bid security shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

- A. If this Bid is accepted, we will complete all work on or before Completion Date. We understand that conditions precedent to achieving Final Completion include:
 - 1. All punchlist items having been completed and accepted by Owner.
 - 2. Manufacturer inspection, approval, and warranties.

ADDENDA

- A. We acknowledge receipt of the following Addenda. These addenda have been evaluated and their effect on the cost of the Work has been incorporated into the base bid entered above.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

BID FORM SUPPLEMENTS

- A. We agree to submit the following Supplements to Bid Forms within 48 hours after receipt of a Notice of Award:
 - 1. Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

ACKNOWLEDGEMENTS

The Bidder acknowledges:

- a. That this bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder or bidders to maintain the prices of indicated Work or prevent any other bidder or bidders from bidding the Work.
- b. That this bid shall not be withdrawn for a period of 60 calendar days after the date on which bids were opened.
- c. That all work will be complete on or before the Final Completion date(s) identified in the bid documents.
- d. That the following documents, identified in Instructions to Bidders, have been completed and are attached to this Bid Form:
 1. Bid Security in the amount of 10% of the base bid
 2. DTMB Demographics, Statistics and Certification
 3. DTMB Certification of a Michigan-Based Business
 4. Sworn Statement of Familial Relationship
 5. Iran Business Relationship Affidavit
 6. Debarment and Suspension Certification

SCHEDULE OF UNIT PRICES

Provide unit prices for the price per drum to characterize, transport and dispose of UST tanks sludge, residual fuel and any cleaning solutions which will be used to price changes to the Work after award of contract:

ITEM	DESCRIPTION	UNIT PRICE	UNIT

SIGNATURE(S)

The Corporate Seal of _____ was hereunto affixed
(Print the full name of your firm)

In the presence of:

Signature

(Seal)

Printed Name and Title

Date

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture as above.

AUTHORIZED CORPORATE OFFICER

Signature

Printed Name

Title

Date

GRPS Policy Rules 3660R – Bids, Quotations and Local Preference

- I. Contracting with minority businesses, women's businesses and labor surplus area firms
 - A. Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, Section 200.321 (the Uniform Guidance). The District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- II. Methods of Procurement
 - A. Micro-Purchases: Purchases that do not exceed the micro-purchase threshold identified in Federal Regulation 2CFR 200.67 will be awarded without soliciting competitive quotes if the District considers the price to be reasonable. Equitable distribution among vendors is required.
 - B. Small Purchases: Purchases that exceed the micro-purchase threshold but do not exceed either 1) the federal simplified acquisition threshold identified in 2 CFR 200.88 or 2) the competitive bid threshold established by the state of Michigan under MCL 380.1274, will only be awarded after price or rate quotations are obtained from an adequate number of qualified sources.
 - C. Purchases that exceed either 1) the federal simplified acquisition threshold identified in 2 CFR 200.88, or 2) the competitive bid threshold established by state of Michigan under MCL 380.1274, will only be awarded after obtaining either sealed bids, competitive proposals, or non-competitive proposals as described below:
 - i. Sealed Bids: Bids will be publicly solicited for a firm fixed price and awarded to the bidder who complies with all the material terms and conditions of the invitation and is the lowest in price.
 - 1. The sealed bid method will be the preferred method if the following conditions apply;
 - a. A complete, adequate, and realistic specification or purchase description is available
 - b. Two or more responsible bidders are willing and able to compete effectively for the business
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price
 - 2. If sealed bids are used, the following requirements apply;
 - a. Bids will be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for the opening bids
 - b. The invitation for bids will be publicly advertised
 - c. The invitation for bids will define the items or services in order for the bidder to properly respond

- d. All bids will be opened publicly at the time and place prescribed in the invitation for bids
 - e. A firm fixed price contract award will be made in writing to the lowest bidder.
 - f. Any or all bids may be rejected if there is a sound documented reason
 - ii. Competitive Proposals: When the conditions are not appropriate for a sealed bid, a competitive proposal will be used. Either a fixed price or cost-reimbursement type contract may be awarded.
 - 1. If competitive bids are issued, the following requirements apply;
 - a. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized request for proposals will be considered to maximum extent practical
 - b. Proposals will be solicited from an adequate number of qualified sources
 - c. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered
 - iii. Non-Competitive Proposals: Procurement through solicitation of a proposal from only one source will be used only when one or more of the following circumstances apply;
 - 1. The items is available only from a single source
 - 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- III. Competitive Bids on Building Construction, Renovation, and Repairs Bids for construction or renovation projects which exceed the base amount published annually by the Michigan Department of Education above which competitive bids must be obtained shall be specified and publicly advertised as required by law.
- The advertisements shall include:
- A. The date and time that the bids must be received by the District,
 - B. A statement specifying that the District will not accept late submissions,
 - C. The date, time, and place the bids will be opened and read by the Board,
 - D. A statement specifying that each bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship between the owner or employee of the bidder and any member of the Board or the Superintendent of the District. The District shall not accept any bids that do not contain this sworn and notarized statement.

IV. Procedure

All bids must be submitted to the Director of Purchasing in sealed envelopes with the name of the bidder, the date of the bid opening and the bid category plainly marked on the envelope. All timely received bids shall be opened and read aloud, at the date and time specified in the advertisement for bids. No bid shall be opened before the date and time specified for bid submission in the advertisement. All bidders and other interested persons are invited to be present when the bids are opened. Bids received after the specified date and time will not be accepted.

If only a single bid is received in a category for construction phase bids, the bid will be returned unopened, and the category will be re-bid. Exception: the Director of Purchasing has discretion based on possible sole source consideration.

V. Qualified Bidder

All bids shall be awarded to the lowest qualified bidder. The District remains the sole judge of whether a bidder is “qualified,” based on staff evaluation and input. Criteria that may be used to judge “qualified,” by way of illustration and not limitation, are financial standing, reputation, experience, resources, facilities and efficiency.

The District may investigate the business reputation of any bidder by using information at hand to form an intelligent judgment, such as the District's architect, previous clients of the bidder, their own investigation, or an outside investigation agency.

VI. Bid Specifications

- A. Any errors or changes to bid specifications prior to the bid opening date will be corrected via a bid addendum.
- B. Any bid submitted to the District may be withdrawn prior to the scheduled time for opening of bids.
- C. Any bid received after the Board publicized date and time shall not be considered.

VII. Rejection of Bids

The Board reserves the right to reject all bids based on staff evaluation and to ask for new bids. Such reservation shall be specified in the publication or notification of bid letting. The District also reserves the right to waive any informality in, or reject any part of, a bid.

An annual review of the results of the impact of the minority, women, and local preference efforts will be provided to the Board's Finance Committee.

Rules Accepted: June 29, 2009

Rules Revised: June 18, 2018

GRPS Policy 3670 – Local Construction Contracting

The District provides a preference (bid discount) in construction contracts from local vendors, providing the quality and service are commensurate with the requirements set forth by the District as to satisfy the demands of the bid or proposal. Bids, or proposals when bids are not required, shall be accepted from non-local vendors in order to maintain a fair market price.

In determining the qualification for a Local Purchasing Preference for purposes of this policy, vendors must have obtained the Certification of a Michigan Based Business as determined by the Michigan Department of Technology, Management and Budget as well as meet one of the following criteria:

- a. For at least the last six months had its primary business operations located within the municipality boundaries of the City of Grand Rapids, Michigan (Grand Rapids).
- b. Be certified by the City of Grand Rapids as a Micro-Local Business Enterprise and have its primary business operations within the municipality boundaries of the City of Grand Rapids.

A successful recipient of a contract and/or purchase order which has received a Local Purchasing Preference may be required to present proof of its status as a Michigan Based Business and documentation of its location within the City of Grand Rapids at any time upon request from an authorized District official. Failure to provide the requested information or failure to maintain business operations with the city of Grand Rapids for the duration of the contract will make the contract voidable at the District's discretion and will result in disqualification from future consideration of a Local Purchasing Preference for a period of five years unless excused by the Superintendent or Designee.

Preference will be provided on the following basis:

- a. Constructor Participation: Grand Rapids Public Schools will provide up to a 5% bid discount to prime contractors and/or construction managers who satisfy the criteria set forth for consideration as a Local Vendor.
- b. Subcontractor Participation: Construction bids for non-local vendors may be discounted when a bidder on a Grand Rapids Public Schools' project voluntarily subcontracts with businesses meeting Local Vendor Criteria. Prime contractors and/or construction managers must submit affidavit(s) verifying Local Vendor subcontractor participation.

Prime contractors and/or construction managers must require Local Vendor certification documentation to be submitted by each subcontract bidder with their sealed bid. The District at its discretion can request additional documentation for verification of the qualification of any Local Vendor subcontractor participating in a construction project.

- c. The following is a schedule of discounted percentages based upon Local Vendor subcontractor participation achieved by the prime Constructor:

<u>LV Subcontractor Participation</u>	<u>Discount Percentage</u>
i. 1.00% – 2.5%	1.0%
ii. 2.51% – 5.0%	1.5%
iii. 5.01% – 7.5%	2.0%
iv. 7.51% – 10.0%	2.5%
v. 10.01% – 15.0%	3.0%
vi. 15.01% – 18.0%	4.0%
vii. 18.01% +	5.0%

- d. Prime contractors and/or construction managers may not terminate an approved Local Vendor subcontractor working on a Grand Rapids Public Schools construction project, and then perform the work on the terminated subcontract with its own forces or those of another subcontractor, without prior written consent by the Grand Rapids Public Schools Executive Director of Facilities Planning and Management. If a Local Vendor subcontractor fails to complete its work on the contract for any

reason, a prime Constructor/construction manager must notify the Grand Rapids Public Schools Executive Director of Facilities Planning and Management and make good faith efforts to find another approved Local Vendor subcontractor to substitute for the original Local Vendor subcontractor. Utilizing good faith efforts, and to the extent reasonable, the prime Constructor/construction manager shall substitute an approved Local Vendor subcontractor to perform the same amount of work under the contract as the Local Vendor subcontractor that was terminated.

- e. Joint Venture Bidding: As an incentive for contractors engaging in activities that stimulate the growth and development of local, small emerging businesses as partners bidding as a joint venture, Grand Rapids Public School will apply up to a 5% bid discount for partnering with a qualified Local Vendor.
- f. The Bid Discounts outlined above may not exceed 5% or \$25,000 per bid, whichever is lower. Project bids from prime contractors and/or construction managers are considered a single bid for purposes of the Bid Discount consideration.

Grand Rapids Public Schools, Board of Education Members and employees are prohibited from having any financial interest or personal beneficial interest either directly or indirectly, in the award of any construction contracts, sub-contracts, or the recommendation/selection of any professional design service or construction manager, unless previously disclosed in writing to the Superintendent and approved in writing by the Superintendent.

This policy shall not apply to the extent that it would conflict with any provision of Michigan or federal law, regulation or constitution. The local preference shall not be applied to purchases of goods and services made with federal funds.

Policy Adopted: March 19, 2012

LEGAL Ref: MCL 380.1267; 380.1274

POLICY Ref: 3660 Bids and Quotation Requirements

3690 Local Purchasing

1900 Contracts and Board Member Disclosure Obligations

GRPS Policy Rules 3670R – Local Construction Contracting Regulations

Qualification for Local Construction Contracting Preference

On an annual basis beginning July 1st of each fiscal year, a vendor desiring to receive a bid discount for local construction contracting may submit appropriate documentation to the Executive Director of Facilities and Operations. Appropriate documentation shall include the following:

- a. Proof of completed submittal of Certification of a Michigan Based Business as determined by the Michigan Department of Technology, Management, and Budget
and
- b. Proof it has its primary business operations located within the municipality of the City of Grand Rapids, Michigan for the past six months (on company letterhead)
or
Proof it has been certified as a Micro-Local Business Enterprise by the City of Grand Rapids and has its primary business operations within the municipality boundaries of the City of Grand Rapids (on company letterhead)

A firm may submit the same documentation with its sealed bid or proposal in order to qualify for the bid discount.

Non-Local Vendors

A non-local vendor may qualify for a bid discount if it voluntarily subcontracts with businesses that meet the above documentation requirements. Proof of subcontractors meeting these requirements must be submitted with the sealed bid or proposal in order to qualify for the discount.

Local subcontractor participation will be based on the value of the local subcontracts as compared to the total bid or proposal.

Joint Venture Bidding

Contractors that engage in joint venture bidding with a local, small emerging business partner will need to submit documentation of participation level with the sealed bid or proposal. The local bid discount will be based on the value of the local, small emerging business partner as compared to the total bid or proposal.

Eligibility/Verification

The District may request documentation at the conclusion of a project for which a bid discount was received verifying eligibility with local bid discount criteria. If it is determined that a vendor did not actually meet the terms of local preference, disqualification from future consideration of a local purchasing preference may occur for a period of five years unless excused by the Superintendent or Designee.

Dated: March 12, 2012
LEGAL REF: MCL 380.1267; 380.1274
3660- Bids and Quotation Requirements
3690- Local Purchasing
1900- Contracts and Board Member Disclosure Obligations

INSURANCE REQUIREMENTS

The firm must acquire and continuously maintain during the period in which the consultant is performing services pursuant to this Contract, and provide the GRPS with acceptable proof of the following type and amounts of insurance coverage:

1. **Statutory Workers Compensation Insurance**

Each Accident	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000
Disease-Each Employee	\$ 1,000,000
2. **Comprehensive General Liability Insurance** with separate limits of not less than \$1,000,000 per accident coverage against bodily injury and \$1,000,000 per accident coverage against property damage, or with a combined single limit against both bodily injury and property damage of not less than \$3,000,000 per occurrence. This coverage shall include contractual liability endorsement.
3. **Comprehensive Owned and Non-Owned Automobile Liability Insurance** with the same minimum limits of coverage as that required for **Comprehensive General Liability Insurance**.
4. **Professional Liability Insurance** coverage with an annual aggregate limit of not less than \$2,000,000.
5. **General Liability Insurance for Abuse and Molestation** coverage with a minimum of not less than \$1,000,000.00. Exceptions for this requirement are to be requested and approved in writing to Plante Moran and Grand Rapids Public Schools.

The Grand Rapids Public School District and Plante Moran Realpoint, its Owner's Representative, must be named as additional insured by endorsement to the Comprehensive General Liability Policy. Certificates of insurance evidencing that the consultant has secured all the foregoing insurance must be provided to the Grand Rapids Public School District. A minimum of thirty 30 days' notice to the GRPS prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

Workers Compensation to include waiver of subrogation – Contractor hereby agrees to waive rights of subrogation, which insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Then Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of Grand Rapids Public Schools, its subsidiaries, affiliated entities, their officers, officials, employees, and volunteers for all work performed by the Contractor, its employees, agents and subcontractors.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

Facilities and Business Services Administration

Design & Construction Division

DEMOGRAPHICS, STATISTICS AND CERTIFICATION

1. Company Name: _____
2. Company Address: _____

3. Principal Place of Business: _____

4. Year of Establishment: _____

Woman-, Minority-, or Veteran-Owned Small Business Representation
 (For Statistical Use Only)

DEFINITIONS:

“Woman-owned business” means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business.

The vendor represents that it ☐ IS ☐ IS NOT a woman-owned small business.

“Minority-owned business” means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned small business.

- ☐ African-American ☐ Arab-American ☐ Asian-American ☐ Hispanic
☐ American Indian ☐ Eskimo

“Qualified Disabled Veteran” means a business entity that is 51% or more owned by one or more with a service-connected disability.

The vendor represents that it ☐ IS ☐ IS NOT qualified disabled.

“Veteran -owned business” means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business.

The vendor represents that it ☐ IS ☐ IS NOT a veteran-owned small business.

The Constructor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

Authorized Agent Name (print or type) _____

Authorized Agent Signature _____



Certification of a Michigan-Based Business
 (Information Required Prior to Contract Award
 for Application of State Preference/Reciprocity Provisions)

DEFINITION: To qualify as a Michigan business, vendor must have, during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

- ☐ Bidder qualifies as a Michigan business (provide zip code): _____
- ☐ Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ~208.1 – 208.145; or,
- ☐ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or,
- ☐ Withheld Michigan income tax form compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

☐ Bidder does not qualify as a Michigan business (provide name of State): _____

☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code): _____

Authorized Agent Name (print or type) _____

Authorized Agent Signature _____

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 §268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.1264

SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN COUNTY

OF _____

_____, being duly sworn, deposes and says:

That _____ (The "Bidder") has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

Project Name: _____

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1. ☐ That there are no such familial relationships existing at this time.

OR

2. ☐ That a familial relationship exists between

_____,

an ☐ owner ☐ employee of the Bidder who is the _____ relationship

of _____, who is ☐ a member of the Board,

☐ the Superintendent.

Deponent _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Acting in: _____

My commission expires: _____

IRAN BUSINESS RELATIONSHIP AFFIDAVIT

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal.

Certification

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

Signature

Title

Company

Date

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and,
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

Signature

Title

Company

Date

REQUEST FOR INFORMATION

PROJECT: FUEL TANK REPLACEMENT

COMPANY: _____

NAME: _____

PHONE: _____

E-MAIL: _____

DATE: _____

QUESTION:

(Type or print in box or attach additional typed pages with this cover page.)

SEND TO: Dale Cammenga
Grand Rapids Public Schools
E-Mail: CammengaD@grps.org

SECTION 01000

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 FIELD CONDITIONS AND DIMENSIONS

- A. Prior to doing any work, verify all dimensions, details, quantities, and conditions which may affect the work. No allowance for additional compensation will be considered for discrepancies between dimensions indicated on the drawings and actual field dimensions.

1.2 SUBSTITUTIONS AFTER CONTRACT AWARD

- A. The Owner will consider substitution requests only if the proposed substitute offers the Owner cost or schedule advantages. A request for a substitution shall include a proposal for adjustments to the contract price and/or time if the substitution is approved. The Constructor shall bear the burden of providing the owner with any technical, cost or schedule data needed to evaluate the proposed substitution.

1.3 CONTRACT DOCUMENTS

- A. The Contract Documents, alone, detail the requirements of the project. Information obtained from an officer, agent, consultant or employee of the Owner or any other person shall not affect the risks or obligations assumed or relieve the Constructor from fulfilling any part of the contract.

1.4 ASBESTOS

- A. All material to be used in the work shall be certified by the manufacturer to be free of any amount of asbestos. No material will be permitted on the site without such certification.
- B. The Constructor should review the Owner's material management plan for their information regarding asbestos. The Constructor must provide an affidavit stating that no asbestos was used in the project. Any asbestos containing material installed under this Contract by the Constructor shall be removed and replaced with like asbestos-free materials, all at the cost of the Constructor.

1.5 LEAD PAINT

- A. Lead Paint: This renovation project may involve activities that disturb lead-based paint. It is the responsibility of the Constructor to determine if the building to be renovated is a **Child-Occupied Facility** as defined under the EPA regulation **Renovation, Repair, and Painting Final Rule (RRP Rule)**. All covered renovations to a **Child-Occupied Facility** must be carried out by Certified Firms, using Certified Renovators and other trained workers.

1.6 PROGRESS MEETINGS

- A. The Owner may schedule progress meetings to be held on the jobsite whenever needed to supply information necessary to complete the work without interruptions.

1.7 WORKMANSHIP

- A. Except when the Contract Documents note otherwise, the Constructor shall be fully responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract with the Owner. The Constructor shall provide an authorized representative at the site – at all times during working hours – to receive and execute orders by the Owner. All such orders given to the Constructor's representative shall be deemed as given to and received by the Constructor.

1.8 LAWS

- A. The Constructor shall comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project.

1.9 CODE AND REGULATION COMPLIANCE

- A. Comply with all applicable federal, state, and local codes and regulations relating to buildings, employment, the preservation of public health and safety, use of streets, and the performance of the work under this Contract. It shall be the responsibility of the Constructor to fully understand all such requirements and to ensure that the subject requirements are fully and faithfully enforced.
- B. Any work performed that the Constructor knew or should have known was contrary to existing laws, rules and regulations, and for which the Constructor failed to give notice of such fact to the Owner, shall be the responsibility of the Constructor to correct. The Constructor shall bear all costs arising therefrom and hold the Owner harmless for any such violation.
- C. Upon completion of the Work, the Constructor shall submit to the Owner a certificate of inspection by the governmental authority having jurisdiction, showing that all work subject to inspection has been properly inspected and approved to meet current code requirements.

1.10 PROJECT SAFETY

SAFETY IS OF ABSOLUTE IMPORTANCE. The Constructor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs associated with the Work. Under no circumstances shall the Constructor's activities jeopardize the safety of a building's occupants, construction workers or the general public.

- A. All Work must be executed in accordance with applicable standards of the Construction Safety and Health Division of the State of Michigan Department of Licensing and Regulatory Affairs.
- B. The requirements indicated in this section are to be considered the minimum. Where the requirements of any of the listed authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.

- C. The Constructor shall furnish, install and maintain as long as necessary and remove when no longer required, adequate barriers, warning signs and lights or other necessary or prudent safety measures at all dangerous locations during work operations for the protection of Constructor personnel, building occupants, and the general public. Provide and erect all such safety precautions in accordance with federal, state and local codes and other legal requirements.
- D. Whenever lifting materials or equipment over or near existing or occupied buildings, provide advance notice of such activities and arrange to have any potentially endangered spaces vacated.
- E. During work operations, provide temporary partitions, barriers, curtains, and guards as necessary to confine materials, dust and debris to the immediate work areas. Do not allow dust or debris to enter the building interior. Coordinate the location of temporary barriers or partitions with the Owner.
- F. Remove all temporary protection when work is completed and restore disturbed areas to their original condition.
- G. The Constructor shall hold the Owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the Contract.

1.11 PROTECTION OF PROPERTY

- A. Coordinate all Work with the Owner so that adequate interior protection, as necessary, is provided and disruption to normal building operations is minimized. Repair all property damage caused by lack of such protection to the satisfaction of the Owner.
- B. Confine equipment, storage of materials, debris, and the operation and movements of workmen within the physical limits and time limits directed by the Owner. Such activities are to be governed by applicable local building codes and the traffic regulation and safety and fire regulation of local authorities.
- C. Document existing damage prior to the start of work to avoid responsibility for preexisting conditions. During work operations, provide protection for existing building, finishes, walks, drives, and landscaping in and adjacent to the work areas. Repair or replace building components or site property damaged during the work to match its condition before the damage. If the Constructor fails to repair or replace such damage, the Owner will have the work done by others and the costs of such work will be charged to the Constructor.
- D. Do not store materials, tools, or equipment on any existing roof area adjacent to the work site unless proper protection of the existing roof is provided and the materials are spread out and located at column locations.
- E. The Constructor shall hold the Owner harmless against all claims of damage or alleged damage to any such structure arising out of the work under this Contract.

1.12 FIRE SAFETY

- A. No open fire is permitted on the building site at any time.

B. Take all precautions to eliminate possible fire hazards at the site, including but not limited to the following:

1. Remove all combustible debris from the storage areas on a daily basis.
2. Store highly flammable materials in well-ventilated areas; mixing and preparation of such materials is also restricted to such areas. Handle all such materials in accordance with safe practices and the requirements of authorities having jurisdiction.
3. The Constructor shall not store large quantities of flammable materials at the site.

1.13 VANDALISM

A. The cost for any damage by vandalism to material or equipment or that which occurs to items finished or installed under this contract, is to be borne by the Constructor. The Constructor is responsible for such vandalism from the date of the Notice to Proceed until Final Completion.

1.14 TEMPORARY UTILITIES AND FACILITIES

A. Water and electricity may be available in the area where work will be performed. If so, the Constructor will not be charged for reasonable use of these services for construction operations. The Constructor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls.

1.15 MISCELLANEOUS FACILITIES AND CONTROLS

- A. New materials delivered to and stored outdoors on the jobsite shall be fully protected from weather by placement on raised platforms and shall have secure waterproof plastic coverings or tarpaulins. The waterproof plastic coverings or tarpaulins shall not extend all the way to the ground surface. They shall terminate a few inches above the ground surface. Factory-provided plastic wrap is not an acceptable waterproof covering.
- B. Contractors and their employees or suppliers will not use or interfere with existing public access, drives, roads or parking lots, except as specifically indicated by prior arrangement with the Owner.
- C. Constructor's employee parking, delivery trucks and other construction vehicle parking will only be allowed in areas designated by the Owner.
- D. The Constructor shall provide and regularly maintain portable sanitary facilities at the site. The contractors' employees shall not utilize the restrooms in the school buildings.

1.16 NO SMOKING POLICY

A. The use of tobacco products on school property is a misdemeanor under MCL 750.473. No tobacco products will be allowed anywhere on school property at any time.

1.17 REMOVAL OF DEBRIS

A. Remove all rubbish and debris from the site daily or more often if directed by the Owner. The premises shall be maintained as clean as it is practical, consistent with the neatness required for the Owner's normal operations.

- B. No storage of removed items or debris will be permitted on the site unless so directed by the Owner.
- C. The location of the trash containers is subject to the Owner's approval.
- D. During non-construction hours, cover and seal trash containers to prevent wind-blown debris and access into trash containers.

END OF SECTION