



**Combi Ovens Bid**

**Public Bid**

**Bid Release Date:**

*Wednesday October 4, 2023*

**Pre-Bid Meeting:**

**PROPOSALS DUE:**

*Thursday October 18, 2023*

*10:00 a.m.*

**Return to:**

[Melissa Elliott](#)

**Department of Food Service**

**Armada Area Schools**

**74500 Burk Street, Armada, MI 48005**

**586 784-2166**

**LATE PROPOSALS WILL BE REJECTED**

Armada Area Schools will accept sealed bids for:

**Combi Ovens**



As described above, *sealed bids are due no later than 10:00 a.m., Wednesday October 18*

Bid documents are available at [armadaschools.org](http://armadaschools.org).

Click the “Our District” tab, then the link to “Food Services”.

The link will read “Combi Ovens RFP” in the bottom right corner of the page.

Sealed bids should be submitted to; Melissa Elliott, Food Service Department, Armada Area Schools 74500 Burk St. Armada, MI 48005. The District will not consider or accept a bid received after the date and time specified. Bids will be publicly opened immediately following the close of receiving bids. No oral, email, or telephonic proposals shall be considered.

The Armada Area Schools Board of Education reserves the right to accept or reject any or all bids in whole or in part; or, for reasons of establishing uniformity, delivery time or preference, to award the contract to other than the low bidder.

In compliance with MCL 380.1267, the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, or the superintendent of the district. The bid shall also be accompanied by a sworn and notarized statement disclosing whether the bidder is an Iran Linked Business in compliance with PA 517 of 2012. *The Board shall not accept a bid that does not include these sworn and notarized disclosure statements.*

Certified check or Bid Bond must accompany each proposal by an approved surety company in an amount not less than 5% of the proposal amount. All bids shall be firm for at least 60 days from the date of opening of bids. Length of time required for completion shall be specified in the bid. All bids submitted must meet or exceed all specifications herein.

Bids are to be submitted on our Bid Proposal Form, signed by the bidder, in a sealed envelope clearly marked; *“Combi Oven Bid”*. Two (2) copies of the Bid Proposal Form should be addressed to the attention of:

[Melissa Elliott](#)

Food Service Department

Armada Area Schools

74500 Burk St.

Armada MI, 48005

**A ARMADA**  
**AREA SCHOOLS**  
Combi Oven 2023  
**INSTRUCTIONS TO BIDDERS**

**GENERAL CONDITIONS:**

**Proposal**

Armada Schools is seeking quotes for new Combi Ovens at Armada Middle School, Armada High School and Krause Elementary School. Scope will include the ovens and water treatment systems. Installation to take place at a TBD date as equipment lead times allow. Delivery and Installation to be provided by Hobart Service. In accordance with the attached bid specifications document.

**Receipt of Bids**

Bids will be received at Armada Area Schools Administration Building located at 74500 Burk St. Armada, MI 48005 by **10:00 a.m., Wednesday October 18, 2023**. Bids will be publicly opened at this time. The District will not consider or accept any bid received after the date and time specified for bid submission. No oral, telephonic, or email proposals shall be considered.

**Bidders' Qualifications**

Bidders shall be able to demonstrate the following:

Shall be a reputable, recognized organization with at least (5) years successful experience on work of this type and scope, of equal or better quality than this project.

**Work Schedule**

Work hours: 6:00 a.m.-4:30 p.m. M-F

Project shall be completed by:

***January 31, 2023***

**Clean-up and Disposal**

The Contractor shall be responsible to clean-up all debris and dispose of it off-site. This must be done daily. If the District has to clean up after contractors, there will be a \$500 per event fee in addition to disposal costs.



### **Damage Repair**

A survey of the site will be conducted, and documented by the contractor, to determine current site conditions. The contractor shall be responsible to repair any damage to the site, which occurs during this project.

### **Submittal of Bid**

Before submitting a bid, bidders shall carefully read all of the specifications in order to avoid omissions or duplications. To ensure a complete project, bidders shall visit the premises, verify site conditions and conditions under which work under the contract must be conducted. To schedule site visits or to address any other concerns please contact the Project Manager. Submission of a bid signifies that the bidder has visited the project premises, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid to the successful bidder, due to said successful bidders' failure to be so informed.

Project Manager

[Melissa Elliott](mailto:Melliott@armadaschools.org)

[Melliott@armadaschools.org](mailto:Melliott@armadaschools.org)

(586)-784-2166

Any exceptions to the terms and conditions contained in this RFP, or any other special considerations or conditions requested or required by the bidder must be specifically enumerated by the bidder and submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP or form of Contract cannot be met by, or in the bidder's opinion should not be applicable to, the bidder. The bidder shall be required and expected to meet the specification and the requirements as a set forth in this RFP, except to the extent exceptions or special considerations or conditions are expressly set forth in the bidders' proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

Bids shall be submitted in duplicate on forms provided by the District and shall be delivered in a sealed, opaque envelope clearly marked; "*Combi Oven Bid*" to the attention of:

Melissa Elliott  
Food Service Department  
Armada Area Schools  
74500 Burk St.  
Armada MI, 48005



### **Familial Relationship**

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board or the superintendent. The District shall not accept a bid that does not include this sworn and notarized disclosure statement.

### **Iran Sanctions Act**

Each bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business within the meaning of the Iran Economic Sanctions Act, PA 516 of 2012.

### **Withdrawal of Bids**

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids. No proposals may be withdrawn for at least sixty days after the scheduled closing time of the bid.

### **Firm Prices**

Prices and notations must be typed or in ink. No erasures are permitted. Mistakes may be crossed out and corrections entered and initialed, in ink, by the person signing the proposal.

In the event of a discrepancy between the unit price and the extension, the unit price shall govern. The price inserted must be net including all freight, discounts, rebates, and allowances.

### **Additions and Deletions**



Owner reserves the right to add or deduct item quantities from the original specification as necessary to meet budget and/or to adjust for site conditions.

### **Safety**

Contractor shall take all reasonable precautions for the safety of his/her work, all items or materials to be installed which are in his/her custody, adjacent property, other workmen at the site, and the public. The Contractor shall be responsible for providing and Delivering

*\*Smoking/vaping and/or use of tobacco products in school buildings or on school grounds is prohibited\**

### **Permits**

Contractors are required to apply and pay for any and all permits that may be required from the County, State and any governing agency that may have jurisdiction.

### **Owner Not Responsible**

The Owner shall not be responsible for any cost or expense the Contractor incurs in implementing the requirements of this bid document.

### **Sole Bidder**

If only one bid is received in response to the Invitation to Bid, a detailed cost proposal will be requested of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable. The Owner reserves the right to cancel the bid if there is only one bid received. The Owner's decision will be final.

### **Default**



The district may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- The unauthorized substitution of articles for those bid and specified.
- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

### **Standard Performance**

Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the District of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed via Purchase Order, Contractor shall immediately remedy said defective performance in a manner acceptable to Armada Area Schools. Should the District consider the Contractor failing to immediately correct said defective performance, said failure is a breach of this contract and grounds for termination of the same.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to Armada Area Schools caused by said breach including but not limited to the replacement cost of such goods or services from another contractor.



The District reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected. In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the District may bar the Contractor from being awarded any future contracts. All remedies available to the District herein are cumulative and the election of one remedy by the District shall not be a waiver of any other remedy available to the District.

### **Indemnity and Insurance**

If the acts or omissions of the Contractor or its employees, agents or officers, cause injury to person or property, the Contractor shall defend, indemnify and save harmless the District, its agents, officials and employees against all claims, judgements, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising there from. The Contractor shall furnish within fifteen (15) working days of the Notice of Award, certificate(s) of insurance providing insurance coverage as follows:

**Workers' Compensation Insurance-** Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act, including Employer's liability of \$500,000.

**Commercial Liability Insurance-** Including premises and operations, including XCU coverage.

#### **Contractor's protection with limits as follows:**

Bodily Injury \$1,000,000/ea \$500,000/ea \$1,000,000 occurrence \$500,000 occurrence





Property Damage \$500,000 occurrence/ \$250,000 occurrence/ or \$500,000 aggregate \$250,000 aggregate.

Bodily Injury/ Property Damage \$1,000,000 CSL \$500,000 CSL

Automobile Liability Insurance- Including owned, non-owned and hired motor vehicles as well as:

Michigan Property Protection Insurance as required by statute. Limits as follows: Bodily Injury if vehicles are required if vehicles are not required for construction work for construction work \$1,000,000/ea \$1,000,000/ea; \$1,000,000 occurrence \$1,000,000 occurrence.

- Property Damage \$300,000 occurrence/ \$300,000 occurrence/ or \$300,000 aggregate \$300,000 aggregate.
- Bodily Injury/Property Damage \$1,000,000 CSL \$1,000,000 CSL
- The above requirements should not be interpreted to limit the liability of the Contractor under this contract.
- ALL ISSUERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- This coverage shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed.
- THE DISTRICT, ITS OFFICIALS, AGENTS AND EMPLOYEES SHALL BE INCLUDED AS ADDITIONALLY INSURED WITH THE RESPECT TO ALL LIABILITY POLICIES HEREIN, AND SO NOTED IN WRITING ON THE ACTUAL CERTIFICATES.
- It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**Termination by the District for Convenience**



The District may, at any time, terminate the Contract for the District's convenience and without cause.

**Bid Bond**

**\*For all proposals of \$20,000 or more\***

**Bid Bond** or certified check, for an amount not less than 5% of the amount of the bid, must accompany each bid. The check or bond of each unsuccessful bidder will be returned within 14 days. Failure of any accepted bidder to enter into a contract to complete the specified work may forfeiture of his/her bid security. The bonding company supplying the bond must be based in the United States and licensed to do business in the State of Michigan. *\*Failure to submit proper bid security shall constitute rejection of the bid.\**

**Opening and Awarding of Bids**

Bids will be publicly opened in the Armada Area Schools Board Room, 74500 Burk St. Armada, MI 48005 at **10:00 a.m., Wednesday October 4, 2023.**

The recommendation for award will be submitted to the Board of Education at the first regular Board of Education Meeting following the bid opening.



## BID PROPOSAL FORM

Company: \_\_\_\_\_ Name: \_\_\_\_\_

**The undersigned certifies that the bid contained meets or exceeds the attached specifications. Include the bond amount in each schools price.**

**BASE BID:** Bidder agrees to perform all Work for Bid Category(ies) as described in the Contract Documents, for the Base Bid(s) stated below.

(Show amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

**\*PLEASE SUBMIT ALL PRODUCT SPECIFICATION SHEETS WITH BID.**

**\*\*OWNER RESERVES THE RIGHT TO DEDUCT ANY ITEMS TO MEET BUDGET.**

To provide labor materials and equipment for as specified/where specified:

BID CATEGORY	WRITTEN DESCRIPTION/AMOUNT(S)	BID AMOUNT IN FIGURES
<b>Armada High School (Kitchen)</b>		
1. Combi Oven	Base Bid: (including bond) _____	\$ _____
	_____	<b>DOLLARS</b>

**Armada Elementary School (kitchen)**

1. Combi OVen



Base Bid: (including bond) \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**Armada Middle School (Kitchen)**

**1. Combi Oven**

**Option 1. LVT**

Base Bid: (including bond) \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ DOLLARS

**Approximate Lead time on Combi-ovens**

\_\_\_\_\_

**Do you conduct background checks on your employees?** \_\_\_\_\_

**Bid Bond included?** \_\_\_\_\_

**\*Performance Bond included (Bids at or above \$50,000)** \_\_\_\_\_

**Familial Relationship Affidavit included?** \_\_\_\_\_

**Iran Linked Business Affidavit included?** \_\_\_\_\_

**Specification sheets included?** \_\_\_\_\_

**Please state your warranty:** \_\_\_\_\_

**BID PROPOSAL FORM (continued)**

**TO: ARMADA AREA SCHOOLS  
74500 BURK STREET  
ARMADA, MI 48005-3314**

**PROJECT:**

**BID PACKAGE  
ARMADA AREA SCHOOLS  
Combi-Oven**

**Attn: HEATHER URBANEK  
EXECUTIVE DIRECTOR OF  
BUSINESS AND OPERATIONS**

**Project Director:**

**Melissa Elliott  
FOOD SERVICE DEPARMENT**



**My signature certifies that the Proposal as submitted complies with all of the terms and conditions set forth in the Request for Proposal unless specifically enumerated as an exception as part of our Proposal.**

Bid Proposal for Category(ies): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (print): \_\_\_\_\_

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

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

(Show amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

All applicable taxes and bond costs are included in the above Base Bid and all listed Alternates and Unit Prices.

**Contractors agree not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to the employment, because of race, color, religion, natural origin, ancestry, age, sex, height, weight, material status, physical or mental handicap or disability. Contractor required non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq* and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq* and any breach thereof may be regarded as a material breach of the contract of purchase order.**



BASE BID: Bidder agrees to perform all Work for Bid Category(ies) as described in the Contract Documents, for the Base Bid(s) stated above. The Base Bid(s) shall include the cost of Performance and Payment Bonds. For each Bid Category to be bid, include the Base Bid written and in figures, the cost of the Performance Bond and Payment Bond which is included in the Base Bid, written and in figures, and the Bid Category and description. The cost of the Performance Bond and Payment Bond shall be treated as a deduct Alternate should the Owner decide to waive the requirement for the successful Bidder providing same.

As of the date of submission of the Bid Proposal, Bidder's Workers compensation Experience Modification Rate (EMR) for the state in which the Work is to be performed is \_\_\_\_\_, \_\_\_\_\_. Bidder has attached to the Bid Proposal for the OSHA Form 200 / 200S indicating recordable incidence rates for the last calendar year per 6,000 man-hours for the following categories:

1. Total Cases \_\_\_\_\_
2. Lost Workday Cases \_\_\_\_\_
3. Non-fatal Cases Without Lost Workdays \_\_\_\_\_
4. Employee Hours Worked Last Year \_\_\_\_\_
5. Fatalities in the year (if yes describe below) \_\_\_\_\_

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Has Bidder been cited by state or federal OSHA for any serious or willful violation? If yes, please describe:

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Bidder understands that the **Owner** reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

Bidder acknowledges receipt of the following Addenda (identify no. and date of each):

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**FAMILIAL DISCLOSURE: All bidders must provide the following familiar disclosure in compliance with MCL 380.1267. IT MUST BE INCLUDED, NOTARIZED AND SUBMITTED WITH THIS PROPOSAL FORM, OR THE BID WILL NOT BE READ ALOUD!**

**By the attached sworn and notarized statement we are disclosing the following familial relationship that exists between the Owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. (The Board, intermediate school Board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.)**

**Familial Relationship:**

**The following are familial relationships as described above (provide employee name, associated family contact, family contact position, and familial relationship.) SEE ATTACHED AFFIDAVIT OF BIDDER THAT IS SIGNED AND NOTARIZED !!! MUST BE ATTACHED!!!**

Signatures(s) \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Name of firm: \_\_\_\_\_

Business address: \_\_\_\_\_



\_\_\_\_\_

Telephone no.: (      ) \_\_\_\_\_

**This form must be notarized:**

**Attachment**

**Affidavit of Bidder Familial Relationship**

**List any Familial Relationships:**

**Bidder:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of

\_\_\_\_\_ 2023, by \_\_\_\_\_

*(Print name)*

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_





**Affidavit of Compliance – Iran Economic Sanctions Act**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the “Contractor”), pursuant to the compliance certification requirement provided in the **Armada Area Schools** (the “School District”) Request For Proposal, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned Request For Proposal, the Contractor will not become an “Iran linked business” at any time during the course of performing the Work or any services under the contract.

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

**Contractor:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of

\_\_\_\_\_ 2023, by \_\_\_\_\_  
*(Print name)*

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_



Combi Oven 2023

## INSTRUCTIONS AND SPECIFICATIONS

### JOB LOCATION

Armada Area Schools  
74500 Burk Street  
Armada, MI 48005

### Project Manager

MELISSA ELLIOTT

[Melliott@armadaschools.org](mailto:Melliott@armadaschools.org)

(586)-784-2166

### 1.0 - INSTRUCTIONS TO BIDDERS:

#### 1.1 Work shall include but not be limited to:

3 Combi-ovens to Armada Area schools, Krause Elementary, Armada Middle School, and Armada High School. Scope will include Ovens and Water Treatment systems



Combi Oven 2023