

# ADVERTISEMENT FOR BIDS

**PROPOSALS:** Vendors are invited to submit a sealed proposal for Air Scrubbers for Redford Union Schools. These proposals will go to Redford Union Schools, 17715 Brady Street, Redford, MI 48240

**DUE DATE:** Proposals will be received until March, 3, 2021 at 2:00 p.m. at the office of Miles Tomasaitis, Redford Union Schools, 17715 Brady Street, Redford, MI 48240. Bids will be opened publicly and read aloud at 2:00 p.m. on the same day.

**PLANS:** Bid specifications are available on the website of Redford Union Schools by going to <https://www.redfordu.k12.mi.us/district/business-and-finance/> and clicking on Request for Proposal. Bid specifications may also be requested by email from Miles Tomasaitis, Interim Director of Facilities & Operations at [tomasam@redfordu.k12.mi.us](mailto:tomasam@redfordu.k12.mi.us)

**RIGHTS RESERVED BY OWNER:** The owner reserves the right to waive any irregularities, reject any or all bids, or accept the bid that in the opinion of the Owner, will serve the best interests of the Owner.

Board of Education  
Redford Union Schools  
17715 Brady St.  
Redford, MI 48240

**REDFORD UNION SCHOOLS**

**REQUEST FOR PROPOSALS  
for  
AIR SCRUBBERS**

**February 17, 2021**

## **1. EQUIPMENT INCLUDED**

You are invited to submit a sealed proposal in accordance with the requirements of the RFP for Air Scrubbers for Redford Union Schools (hereinafter referred to as "Owner").

### **1.1 Please bid on the following:**

- Aerus Air Scrubber Pure and Clean 00746 (ozone free) Model A1040A
  - 160 units

## **2. BIDDING PROCEDURES**

**2.1** No oral, telephone, fax bids or email bids will be accepted.

**2.2** A representative of the company authorized to commit to the provisions of this bid must sign all proposals.

**2.3** Sealed proposals (One (1) original and one (1) copy), clearly marked "**Air Scrubbers**" will be received, opened and read aloud:

**Date: March 3, 2021**  
**Time: 2:00 P.M. (EST)**  
**Location: Redford Union Schools**  
**Office of Miles Tomasaitis,**  
**Interim Director of Facilities & Operations**  
**17715 Brady St.**  
**Redford, MI 48240**  
**(313) 242-4272**

**2.4** Vendors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Proposals received after the time and date due will be immediately rejected and returned unopened.

### **2.5 REFERENCES**

Vendor shall provide names and contact information for at least three (3) school districts or businesses in Michigan for which the Vendor has provided similar services.

### **2.6 WARRANTY**

Include all warranty/guarantee information.

### **2.7 RETURN AND EXCHANGE POLICY**

Include return policy.

**3. CONSIDERATION OF PROPOSALS:**

- 3.1 Rights Reserved by Owner** – The Owner reserves the right to waive any irregularities, reject any or all bids or accept the bid that in the opinion of the Owner will serve the best interest of the Owner.

**4. PAYMENT TERMS:**

- 4.1** Payment terms will be mutually agreed upon by the Owner and Vendor. Payments and/or deposits will not be made by the Owner prior to delivery of the equipment.

**5. QUESTIONS:**

- 5.1** Please contact Miles Tomasaitis at [tomasam@redfordu.k12.mi.us](mailto:tomasam@redfordu.k12.mi.us).
- 5.2** All questions must be received by March 3, 2021 at 12:00 p.m. (EST)

**6. SHIPPING:**

- 6.1** Any shipping costs must be included and presented in this proposal

**7. APPENDICES:**

|             |  |
|-------------|--|
| Appendix 1: | Affidavit Familial Relationship  |
| Appendix 2: | Certification of Compliance – Iran Economic Act  |
| Appendix 3: | Certification Regarding Disbarment and Mandatory Disclosure Requirements of Contractor Business Ethics |
| Appendix 4: | Certificate of Independent Price Determination   |
| Appendix 5: | Contract Provisions  |
| Appendix 6: | Additional Information   |
| Appendix 7: | References   |

## Appendix 1:

**AFFIDAVIT FAMILIAL RELATIONSHIP  
THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF  
THE VENDOR AND FURNISHED WITH EVERY BID/QUOTE**

***The Board of Education will not accept this bid without this completed,  
signed and notarized form***

STATE OF: \_\_\_\_\_

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

\_\_\_\_\_, ***being sworn, says***  
(Affiant's printed name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (vendor bidder)  
which has submitted, to REDFORD UNION SCHOOLS,  
a proposal for equipment and/or supplies.

2. I state that there is **NO** familial relationship between the owner or any  
employee of above Vendor-Bidder and any member of the Board of Education or  
the Superintendent/Interim Superintendent of Redford Union Schools, said  
exceptions being as follows:

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

SWORN TO and subscribed before me, a Notary Public, in and for the above  
named state and county this \_\_\_\_\_ day of \_\_\_\_\_,  
2021. My commission expires on \_\_\_\_\_.

Signature: \_\_\_\_\_, Notary Public

## **Appendix 2:**

### **CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012**

The undersigned, the owner, or authorized officer of the below-named company (the "Company") hereby certifies, represents, and warrants that the Company (which includes 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 the Company is awarded a contract by Redford Union Schools as a result of an RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company 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 two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Redford Union School'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 the it is determined that the person has submitted the false certification.

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Name of Company

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Name and Title of Authorized Representative

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Signature

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Date

## **Appendix 3:**

### **CERTIFICATION REGARDING DISBARMENT AND MANDATORY DISCLOSURE REQUIREMENTS OF CONTRACTOR BUSINESS ETHICS**

1. The supplier certifies to the best of his/her knowledge and beliefs that the supplier and/or any of its principles are not presently disbarred, suspended, proposed for disbarment, or declared ineligible for the award of contracts by any federal agency.
2. The supplier certifies that there is no credible evidence to the best of his/her knowledge and belief that the supplier and/or any of its principles have violated federal criminal law including fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code.
3. The supplier certifies that there is no credible evidence to the best of his/her knowledge and belief that the supplier and/or any of its principles have violated the civil False Claims Act (31 U.S.C. §§ 3729-3733).
4. The supplier certifies that there is no credible evidence to the best of his/her knowledge and belief that the supplier and/or any of its principles have received significant overpayment(s) on contracts, other than overpayments resulting from contract financing payments as defined in FAR 32.001.
5. The term “principles”, for the purpose of this certification, means officers, directors, owners, partners and persons having primary management or supervisory responsibilities with a business entity (i.e.: general manager, plant manager, or head of subsidiary, division or business segment, and similar positions).
6. The supplier shall provide immediate written notice to Redford Union Schools, Office of Nancy Swanson, if at any time prior to contract award, the supplier learns that its certification was untrue when submitted or has become untrue due to changed circumstances.
7. The certification in paragraphs 1-4 is a material representation of fact upon which reliance will be placed when making awards. If it is determined that the supplier knowingly rendered an untrue certification, in addition to other remedies available to Redford Union Schools, Redford Union Schools may terminate any contract resulting from any solicitation for default.

Vendor/Contractor Name: \_\_\_\_\_

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

\_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Typed or Printed Name of Authorized Official \_\_\_\_\_

Title of Authorized Official \_\_\_\_\_

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

## **Appendix 4:**

### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

1. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
  - A. Prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
  - B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
  - C. No attempt has been made — or will be made — by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
2. Each person signing this bid certifies that:
  - A. He/she is the person in the bidder's organization responsible for the decision of prices being offered herein and that he/she has not participated/ will not participate in any action contrary to the statements above; or
  - B. He/she is not the person in the bidder's organization responsible for the decision of prices being offered herein but he/she has written authorization to act as an agent for the persons responsible for such a decision in certifying that such persons have not participated and will not participate in any action contrary to the statements above.

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Company Representative's Signature

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Date

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Title

In accepting this bid, Redford Union Schools certifies that their officers, employees or agents have not taken any action, which may have jeopardized the independence of this bid.

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Redford Union School District Representative's Signature

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Date

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Title

NOTE: Accepting a bid does not constitute acceptance of the contract.



## **Appendix 5:**

### **Contract Provisions:**

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

**1. Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**8. Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

## **Appendix 6:**

*Check any or all of the items as below, as applicable:*

- ☐ Firm is a small business, minority-owned or woman-owned business.
- ☐ Products and services offered conserve natural resources and protect the environment
- ☐ Products and services offered are dimensioned in the Metric System.
- ☐ None of the above.

## **Appendix 7:**

### **REFERENCES MUST BE PROVIDED:**

Vendor shall provide names and contact information for at least three (3) school districts or businesses in Michigan for which the Vendor has provided similar services.

1.

2.

3.