

**Request for Proposals (RFP)  
Foam Ceiling Tile Paneling**

**Schools:** Voyageur College Preparatory High School  
/Voyageur Academy  
4366 Military Street  
Detroit, MI 48210

**Services:** Foam Ceiling Tile Paneling

**Term of Services:** One time project expected to be completed  
by April 3, 2016

**Optional School Walk-Throughs:** Contractors who wish to visit the APS  
school campuses to inform their proposals  
should contact Terry Kochis at  
[tkochis@americanpromiseschools.org](mailto:tkochis@americanpromiseschools.org) for  
further details. School Walk throughs will  
be scheduled for February 1, 2016 at 10AM.

**Questions:** Submit questions to APS Facilities Manager  
Terry Kochis at  
[tkochis@americanpromiseschools.org](mailto:tkochis@americanpromiseschools.org) by  
February 8, 2016. Contractors will receive  
written responses to all questions posted by  
February 11, 2016.

**Proposals Due:** February 16, 2016 by 5PM

**Submit Sealed Proposals To:** Liz Ruiz  
Director of Operations  
American Promise Schools  
4366 Military Street, Detroit, MI 48210  
Please provide three hard copies of your  
proposal.

**Award Date:** February 19, 2016

## **About American Promise Schools and Voyageur Academy**

American Promise Schools (APS) was formed in April 2013 with a focus on the turnaround and support of existing urban schools in Michigan. During the 2013-14 school year, APS supported its first network school, the Jalen Rose Leadership Academy. APS added two additional schools to the network in the 2014-15 school year: Voyageur College Preparatory High School and Voyageur Academy, which share a campus in the Chadsey/Condon neighborhood near southwest Detroit and comprise a K-12 charter district. For more information on American Promise Schools, please visit [www.americanpromiseschools.org](http://www.americanpromiseschools.org).

Voyageur College Preparatory High School/Voyageur Academy (“Voyageur Academy”) is an open enrollment, public charter school in the Chadsey/Condon neighborhood in Detroit. The school was founded in 1998 and together comprise a K-12 district serving approximately 1200 students. Both schools share the same campus, occupying both a smaller leased facility for grades K-2 and a newly constructed, Board-owned facility for grades 3-12. For more information, please visit [www.consortiumcollegeprep.com](http://www.consortiumcollegeprep.com) and [www.voyageuracademy.com](http://www.voyageuracademy.com).

## **Scope of Services**

This Request for Proposal (RFP) is seeking a contractor who is capable of purchasing and installing foam-ceiling tiles as additional overhead paneling to the hallways of the Voyageur Academy ( located at 4366 Military Street, Detroit, MI 48210.

The Contractor shall:

- Furnish all skilled labor and/or materials, tools, and equipment necessary to perform and complete the following foam ceiling tile paneling (the “Work”).
  - Perform the work with the highest standards of attention to detail and in accordance with the specifications listed below.
1. Equipment Required
    - a. Wedge Foam – acoustic wall tiles designed to trap and deflect sound energy. These foam tiles are made of open cell, flame retarded polyester foam. The specifications of the foam are as follows:
      - i. 2” Thick
      - ii. Charcoal color
      - iii. 24” x 24” (4 sq. ft.)
      - iv. Approximately 2250 tiles required
  2. Installation

- a. Foam is to be glued to existing concrete ceiling through the hallways of the school building (approximately 9000 square feet)

### **Instructions for Contractor Proposals**

In your proposal, please answer the following questions:

1. Experience: What experience does your firm bring to this work?
  - a. Please specifically describe your firm's history, leadership, organization structure, and experience with charter schools in Michigan.
  - b. Please provide three references that we might contact to further evaluate your services. If possible, we would prefer to contact charter schools in the Detroit area.
2. Services: Please outline your approach for providing the services noted in the scope of services above.
  - a. How will you plan to ramp up and begin the work effective March 25 – April 3, 2016?
  - b. Are there any services outlined in the scope that your firm is not prepared to offer at this time?

In your proposal, please include the following documentation:

1. Signature Page (attached)
2. Bid Submission Sheet (attached)
3. Conflict of Interest Affidavit (attached)
4. Assurances and Certification Page (attached)

### **Indemnity, Release, Insurance and Security**

#### **Insurance**

1. Evidence of Contractor Insurance Coverage
  - a. The Contractor shall provide Voyageur Academy at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable as listed below:
    - i. Certificate of Liability Insurance properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.
  - b. Insurance Requirements
    - i. During the performance and up to the date of final acceptance of the work, the Contractor must effect and maintain insurance hereafter listed below:
      1. The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of

\$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.

2. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
  - ii. The following shall be Additional Insureds on Commercial General Liability Insurance: Voyageur Academy, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
  - iii. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
2. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Voyageur Academy at least ten (10) days prior to the expiration date.

#### **Indemnification and Hold Harmless**

1. The Contractor shall indemnify and hold harmless APS, Voyageur Academy, its officers, agents, and employees from:
  - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
  - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - c. Voyageur Academy will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure on the part of the contractor, its employees or suppliers, regardless of any language in any attachment or other document that the Contractor may provide.
  - d. The Contractor shall reimburse Voyageur Academy any expenses incurred as a result of the Contractor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

## **Default and Termination**

1. In the event the Contractor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, Voyageur Academy may notify the Contractor of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Contractor as the manager or, in the case of notice by the Contractor or by mailing the same certified or registered mail to the address for the Contractor in the proposal, or the address for Voyageur Academy in the case of notice by the Contractor.
3. Failure on the part of Voyageur Academy to notify the Contractor of default shall not be deemed a waiver by Voyageur Academy of Voyageur Academy's rights on default of the Contractor and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from, the Contractor shall immediately correct such default. In the event the Contractor fails to correct the default to the satisfaction of Voyageur Academy, Voyageur Academy shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Contractor of any liability to Voyageur Academy for damages sustained by virtue of any default by the Contractor.
5. The Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Voyageur Academy prevails, the Contractor shall pay all expenses of such action including Voyageur Academy's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (30) day notice to the other party.

## **Integration**

1. All RFP documents and addendum, contractor's response to this RFP, subsequent purchase orders, and contract with the successful contractor contains the entire understanding between the parties.

## SIGNATURE PAGE

This form must be returned, properly executed. Please use this page as a cover sheet for your bid proposal.

In compliance with the Request for a Proposal made by Voyageur Academy the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the APS/Voyageur Academy Board nor any officer, employee or person whose salary is payable in whole or in part by the respective boards is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that APS/Voyageur Academy will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

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

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

Signature of above: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

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

Are you a small business? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you a minority business? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list minority: \_\_\_\_\_

**BID SUBMISSION SHEET**

Cost per square foot (Foam Product) \$ \_\_\_\_\_

Labor Fee \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Approximate Installation Date

\_\_\_\_\_  
City/State/Zip

Exceptions, additions or deviations from specifications

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

I, \_\_\_\_\_, a duly authorized representative of the  
(please print name)

Bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances and, further, to hold Voyageur Academy harmless should any judgment be rendered against our firm for violations(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands and will comply with all requirements and conditions of the specifications.

\_\_\_\_\_  
Signature Title Date

**CONFLICT OF INTEREST AFFIDAVIT**

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following: State that 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, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW:

List and describe all existing Conflicts of Interest. (Attach an additional page if necessary.)

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

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: \_\_\_\_\_

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

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

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

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NOTARY: State of

County of

Sworn to and subscribed before me, a notary public in and for the above state and county, on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ .

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

My commission expires: \_\_\_\_\_

## ASSURANCES AND CERTIFICATIONS

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

### Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

### Iran Economic Sanctions Act

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

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Signature

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Date