

**Central Lake Public Schools
8169 W. State St.
Central Lake, MI 49622**

INVITATION TO BID

Central Lake Public Schools (CLPS) is currently accepting proposals from qualified equipment dealers interested in the competitive procurement of weight room equipment for Central Lake High. The proposals should include all related parts, labor, material, supplies, inside delivery, professional assembly and installation of the weight room equipment to one location by a competent, experienced and qualified commercial weight room equipment dealer. You may include any related literature, brochures or written material in proposal envelope. Proposals may be submitted by **express mail or hand delivered**, to the CLPS high school office, 8169 West State Street, Central Lake MI 49622. **Email proposals** will also be accepted. All email proposals must be sent to hopp@clps.k12.mi.us. Faxed proposals will not be accepted.

Proposals will be received until 3:30 p.m. on April 18, 2022. Any proposals received after 3:30 p.m. on April 18, 2022 will not be accepted. Please read the specifications carefully. If you have questions concerning this request for proposal document, contact Nick Hopp (hopp@clps.k12.mi.us) Athletic Director of CLPS.

The following information must be included in the competitive bid proposal:

- Completed and Signed Proposal Form

GENERAL TERMS, CONDITIONS and OBLIGATIONS

The terms and conditions of this document shall be part of the contract. Central Lake Public Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary.

1. Breach of Contract or Default by the awarded vendor may result in the loss of ability or the opportunity to propose or conduct business with CLPS. In the event the awarded proposer fails to perform, CLPS reserves the right to begin negotiations with the “next best proposer” in order to complete the project or services.
2. Central Lake Public Schools reserves the right to accept or reject proposals, upon the evidence that a proposer is not necessarily qualified by experience, is not in a position to perform the work specified in the time allotted, or upon evidence of collusion with intent to defraud or other illegal practice.
3. Please note that this project is very competitive. CLPS desires to award the project to the single overall most compelling proposer as evaluated and

determined by the CLPS staff. This solicitation is a Request for Proposal (RFP). To reiterate, this is not a hard bid or RFB but instead is a RFP.

4. All proposals are to be complete in every detail as required. Proposals that are incomplete, contain irregularities or are not in accordance with the specifications may be rejected.
5. By signing and submitting your proposal with Central Lake Public Schools, proposer agrees to all of the specifications, terms, conditions and obligations of the CLPS RFP document. If proposer finds any of these terms unacceptable, please do not submit a proposal.
6. Items may be awarded to the lowest proposal(s) or best overall proposal, and CLPS reserves the right to award based on quality, price and availability of product specified, whichever is in the best interest of CLPS. CLPS reserves the right to award to multiple vendors at its sole discretion.
7. It is the intent of CLPS to award to one proposer. The proposal will be awarded on an overall bottom line turnkey project basis (which is TOTAL BID COST). The proposal will be awarded based on pricing/cost and service as validated through references and other qualitative consideration as submitted through the RFP process. Award shall be made based on best or most responsive proposal as determined to be in the best interest of CLPS.
8. The use of the name of a manufacturer or any special brand, model or make in describing an item or the use of detailed descriptive specifications pertinent thereto, does not restrict vendors to that manufacturer or specific article or such detailed descriptive specifications; this means or method being used simply to indicate the character, or quality of the article desired; but the article on which proposals are submitted must be of such character, quality and design as will serve the purpose for which it is to be used equally as well as that specified; must be the equal of the article described and equally suitable to the needs of the CLPS. If proposal differs on the make, model, or brand specified or such detailed descriptive specifications, the manufacturer's name and catalogue reference, together with specifications therefore must be given or other information given (clearly stated on the RFP sheet in every instance) to enable the Purchasing Department to determine its suitability, or otherwise. CLPS reserves the right, through the Purchasing Manager or Purchasing Agent, to be the sole judge in such determinations. When no reference is made by the vendor to the make or grade proposed to be furnished it is understood that the specific item named on the RFP sheet will be furnished. CLPS Purchasing Manager must approve any change in offers to the original specifications.
9. The specified make, model, or brand is a referenced or preferred item that is established in order to facilitate this proposal project. The item that your proposal must meet or exceed this specified item.

10. If quantities are provided, they are merely approximations and are only estimates of quantities that may be purchased.
11. Proposals are to be valid for a minimum of 30 days. For all awards, price, terms and conditions of agreement shall remain in effect for 12 months from award date for possible additional future orders.
12. The language of this request for proposal shall be binding unless mutually amended by CLPS and proposer. Issuance of the purchase order will be the award notice. The terms and conditions of this request for proposal and detailed purchase order shall constitute the entire agreement.
13. Invoices must be reflective of original proposal; CLPS will not be responsible for any “added” expenses. By submission of proposal, vendor certifies that all items are equal to or better than the referenced items and agrees to all terms and conditions stated herein.
14. The vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
15. All proposals and related awards are ultimately subject to funding by CLPS. CLPS is a tax exempt organization. The proposer(s) are responsible for (and the proposal cost must reflect) any and all sales and use tax for the materials and/or equipment to be provided and/or used.
16. It is the vendor’s responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The vendor must be prepared to substantiate compliance upon request by the Board’s representative.
17. CLPS is most interested in a bidder who will participate in a value added trade-in deal. Options regarding trade-in deduction of old/existing weight room equipment currently at CLPS:
 - a. If the proposer **is** interested in purchasing the old/existing equipment at CLPS and includes a trade-in deduction in the total bid cost, the equipment must be comprehensively removed from the school by/before August 12th.
 - b. If the proposer **is not** interested in the old/existing equipment and does not include a trade-in deduction in the total bid cost, the equipment will remain at CLPS and be sold at a later date.
18. The “Total Bid Cost” line on the proposal must reflect any trade-in deduction proposer is allowing for the old/existing weight room equipment at Centennial High School.

19. This project requires a competent, qualified and experienced commercial weight/strength equipment dealer to perform 100% turnkey inside delivery, professional assembly and installation between the dates of July 1st, 2022 – thru – August 12th 2022. For incomplete project, liquidated damages of \$100.00 per consecutive calendar day shall commence beginning on August 13th, 2022 and shall accrue daily until successful completion. Said liquidated damages shall be deducted from final invoice.
20. Proposal price must include 100% of all vendor's cost of the weight room equipment including shipping/inside delivery/professional assembly/installation and delivery of equipment from the manufacturer/dealer to the school location. CLPS shall not be responsible for "added" expenses that are not accurately/properly disclosed on the proposal form; therefore, shipments must be delivered with freight charges prepaid.
21. CLPS anticipates issuing the award purchase order within 60 days of the RFP opening date of April 4, 2022. The successful awarded dealer shall schedule the actual delivery of equipment by appointment. **DO NOT** stagger or drop ship any of the items!
22. All packing slips and invoices must have an approved CLPS purchase order number. Once project is 100% complete to the satisfaction of CLPS, vendor shall submit one itemized consolidated invoice for the full amount of the project to CLPS Purchasing Department. The award purchase order number must be referenced on the invoice. CLPS will remit one, single payment for the project.
23. INDEMNIFICATION/HOLD HARMLESS: The awarded proposer shall indemnify, defend, save and hold harmless Central Lake Public Schools, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
24. The proposer shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
25. The proposer shall be responsible to comply with all local, state, and federal laws, regulations, licensing, permits and other requirements as applicable. All proposers must provide evidence of current business license if requested by CLPS.
26. All proposals must be in strict compliance with this request for proposal. Failure to comply with all provisions of the RFP may result in disqualification. By signing the proposal, proposer acknowledges that requirements of the proposal have been read and understood. The response to the RFP may be included as an

attachment to the contract to ensure compliance without any additional cost to CLPS.

27. CLPS will not be liable in any way for any costs incurred by any vendor for preparation of proposals, communication, travel, and any other associated expenses and/or demonstrations.
28. INSURANCE: Contractor will obtain and maintain insurance to protect contractor and owner from claims which may arise out of or result from contractor's operations under the contract. Certificate of Liability with a minimum of \$1,000,000 listing CLPS as additional insured must be provided within 5 days after award.

SCOPE OF WORK

Central Lake Public Schools desires to procure heavy duty, commercial grade weight room equipment for Central Lak High School, during the month of July 2022. For any selected items that require a CLPS director or coach to confirm order details such as colors, graphic designs, sizes, quantities, for specific items, these confirmations must be accompanied by authentic verification or proof of such (i.e. printed email or printed tax transmission report). Although this proposal is specifically for strength equipment and accessories, supplemental items may be negotiated by CLPS and purchased.

The reference to the equipment make and models or the use of detailed descriptive specifications is used to indicate the character, or quality of item desired. All items proposed should be of equal or better than the specifications of current model being referenced. Proposer may suggest more than one make and model.

Proposer should include warranty information on a separate sheet.

Inside Deliveries must be made by appointment only.

Deliveries will be made to the following address:

Central Lake High School
8169 W. State St.
Central Lake, MI 49622
(231) 544-3141

Invoices should reference the correct purchase order number and be mailed to:

SCHEDULE OF AWARD

- **CLPS will establish the low bidder by or before May 11th, 2022**

Evaluation, Selection and Award

In addition to the competitive pricing, preferential consideration will be given to experienced, qualified commercial weight/strength equipment dealers who have the ability to respond quickly to service the needs of CLPS and providing warranty and training on the equipment. Local dealer representation is certainly valued. The selection and award process of an RFP are by nature more subjective than that of a hard bid. Although competitive pricing is essential, it should be noted that CLPS will determine and judge the most compelling and desirable proposal that serves the best interest of Central Lake High School Weight/Strength Program. Said compelling and qualitative benefits are more subjective by nature.

CLPS RFP
Proposal Cover Sheet
Central Lake High School Weight Room Equipment

This proposal cover sheet must be attached as the first page of the submitted packet.

I, _____ (print name), (title) _____,
verify that I have read the specifications, conditions, and instructions and agree to all therein.

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

By signing and submitting your bid/proposal with Central Lake Public Schools, proposer agrees to all of the specifications, terms, and conditions of this CLPS RFP document. If you find any of these terms unacceptable – please do not submit proposal.

SIGNATURE: _____

PRINT NAME: _____ DATE: _____

- PLEASE INCLUDE WARRANTY INFORMATION ON A SEPARATE SHEET
- PLEASE USE THE ATTACHED PROPOSAL COVER SHEETS TO SUBMIT PRICES

Proposer: _____

Date: _____

CLPS RFP

Proposal Cover Sheet

Central Lake High School Weight Room Equipment

Item	Description	Specification	Quantity	Price Per Unit	Total Cost	Comments
1	Pendulum Basic Rack	Must include: Lock load hooks, safety bars, chin up station, bar holder, chain/band storage	4			
2	Texas Power Bar	7' Texas Power Bar	4			
3	Set Lock Jaw Collar	Avus LJC-Pro Lock Jaw Collar	4			
4	Hip Press Machine	Pendulum Hip Press Machine	1			
5	Strength Bands	PS Strength Bands extra light/light/medium/heavy pairs per pack	4			
6	Med balls	Dynamax Med balls 6.10.12.14	3 each			
7	Powerblock	Powerblock 90U with stand	4			
8	Attachments	Pendulum Single Leg Squat Pad Attachment on Rack	4			
9	Attachments	Pendulum Core Developer Landmine Attachment	4			
10	Bench	Pendulum Utility Bench, Color, Pad	4			
11	Bridge Arch	Pendulum 82' Bridge Arch, No Chin Bar, Color	2			
12	Lat Pull	Pendulum Power Stack Seated Lat Pull-connects to bridge	2			
13	Standing Leg Curl	Standing Leg Curl	1			
14	Weights	Intex Urethane Bumpers black 6)45lb, 4)25lb, 4)10lb per rack	4			
15	Weights	Intex Urethane Olympic plates black 4)5lb, 4)2.5lb per rack	4			

Proposer: _____		Date: _____				
CLPS RFP						
Proposal Cover Sheet						
Central Lake High School Weight Room Equipment						
16	Flooring	Supply/install 1/2" Regupol AktivPlus in Gray Hound includes door transitions and wall rubber base	1			
17	Med Ball Rack	PS 3 Tier Med ball rack-holds 12	1			
18	Service Agreement	Minimum 2 year service agreement				
19	Install & Delivery	Flooring				
20	Install & Delivery	Weight equipment				
				Total Equipment Cost including Service Agreement		
<div style="border: 1px solid black; padding: 5px;"> ROOM EQ TRADE IN: 2 power racks 6 Power bars Miscellaneous Dumbbells 2 Bench Press stations. </div>					Less Existing Weight Room Equipment Trade-In Deduction	
				TOTAL BID COST		

CLPS is most interested in a bidder who will participate in a value added trade-in deal. Options regarding trade-in deduction of old/existing weight room equipment currently at CLPS:

- a. If the proposer **is interested** in purchasing the old/existing equipment at CLPS and includes a trade-in deduction in the total bid cost, the equipment must be comprehensively removed from the school by/before Aug. 12, 2022
- b. If the proposer **is not interested** in the old/existing equipment at CLPS and does not include a trade-in deduction in the total bid cost, the equipment will remain at CLPS and be sold at a later date.

APPENDIX – A

Familial Relationship Disclosure Statement

Important: This disclosure statement must be included with your bid as required by state law.

As required by Public Act 232 of 2004, all bids 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 Central Lake Public Schools Board of Education or the Superintendent of Schools. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement.

The undersigned, the owner or authorized officer of _____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the Central Lake Public Schools invitation to bid, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company and any member of the Central Lake Public Schools Board of Education or the Superintendent of Schools. (Listing of names follows.) If such a relationship exists, please explain:

By: _____ (Bidder’s Signature)

Name: _____ (Type or Print)

Date: _____

Subscribed and Sworn to Before Me:

This _____ day of _____, 20_____ A.D., in and for the County of _____,

State of _____.

My commission expires _____.

Signature of Notary

APPENDIX – B

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 submission.

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