



ADRIAN PUBLIC SCHOOLS

Tradition of Opportunities
Future of Possibilities

**REQUEST FOR PROPOSALS FOR
ADRIAN PUBLIC SCHOOLS
FILTER FIRST
FIXTURE REPLACEMENT**

April 10, 2026

Adrian Public Schools

Dan Peña-CFO

Brandon Garland-Director of Facilities

Adrian Public Schools

785 Riverside Ave,
Suite 1
Adrian, MI 49221

I- OVERVIEW

1.1 PURPOSE

The purpose of the Request for Proposals (“RFP”) is for Adrian Public Schools (the “School District”) to obtain proposals from qualified contractors to provide a comprehensive installation of the Adrian Public Schools Filter First Replacement (the “Work”).

SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s anticipated timeline for its selection process is:

Issuance of this RFP April 10, 2026

Deadline for Written Requests for Clarifications 10 a.m. Local Time, April 17, 2026

Non-Mandatory Pre-Proposal Meeting at Adrian Public Schools – 217 Race St, Adrian, MI 10:00 a.m. Local Time, April 20, 2026

DUE DATE FOR PROPOSALS 10:00 a.m. Local Time, April 24, 2026

Project awarded April, 27 2026

Commencement of Work April 28, 2026

Final Completion of Work June 8, 2026

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II- SUBMISSION OF PROPOSALS

2.1 PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is: 10 a.m. Local Time, April 24, 2026 (the “Due Date”)

2.1.1 Sealed proposals should be submitted in person

2.1.2 Late Proposals: Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

2.1.3 Returned Proposals: All Proposals received after Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.

2.1.4 Signed Original Proposal: Each Proposal must be signed by an authorized member of the Contractor's firm. NO ORAL, FAX, or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

2.1.5 Opening of Proposals: At the specified location and due date stated above, all submitted Proposals shall be publicly opened and read. Any interested parties may attend. No immediate decision will be rendered.

2.1.6 E-Mail Clarifications: The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include e-mail.

2.1.7 Additional Requests For Clarification: Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within three (3) business days after the receipt of such request. School District will not respond to any Request For Clarification received after 10:00 a.m. on April 17, 2026. Requests For Clarification and inquiries must be made via e-mail. All requests For clarification must be directed to Brandon Garland at bgarland@adrian.k12.mi.us. (Subject Line: Filter First Fixture Replacement Installation RFP Request For Clarification). No response will be made to any oral questions.

2.1.8 Restrictions On Communication: From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about subject of this RFP or a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.7 above, or as otherwise required by applicable law.

2.1.9 Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

2.1.10 RFP/Proposal Information Controlling: The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

2.1.11 Finality of Decision: Any decision made by the School District, including the Contractor selection, shall be final.

2.1.12 Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event the Contractor's Proposal is accepted by the School District and the Contractor asserts exceptions, special

considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.

2.1.13 Release of Claims: Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

2.1.14 Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

2.1.15 Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.16 Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.2 PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1, and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the “Contract” and referred to throughout the Contract as the “Agreement”) (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor’s opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor’s Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All pricing factors must be clearly indicated in the Proposal Forms provided as part of Contractor’s Proposal.

Each Proposal must include, at a minimum, the following:

2.2.1 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on Contractor’s opinion are not applicable to, the Contractor.

2.2.2 References – Each Proposal must include detailed evidence that the Contractor is currently providing Work for other public school districts (preferred) or similar sized projects. The Contractor must

provide this information, including contact names, addresses, phone numbers, and type and scope of work provided. This should include projects of similar size and scope as the School District.

2.2.3 Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

2.2.4 Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.

2.2.5 A completed Proposal Pricing Form provided as **ATTACHMENT A**.

2.2.6 A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.

2.2.7 A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.

2.2.8 Contractor and any employees working within the School district will need verification of a completed Livescan and background check to meet Adrian Public School Board Policy 4205. Verification from Adrian Public Schools HR Director must take place before start of work.

2.3 DRAWINGS AND SPECIFICATIONS

Plumbing Fixture Product Data

Base Bid Items

Elkay LZS8WSBPRO-FSR5

Elkay LZSTL8WSBPRO-FSR5

Elkay LVRCTL8WSPRO-FSR5(VANDAL RESISTANT)

Elkay LVRC8WSPRO-FSR5 (VANDAL RESISTANT)

Elkay 98324C – Cane Apron Elkay STLBFUP – Universal Back Panel

Elkay 98324C – Cane Apron

Elkay STLBFUP

Elkay SSBFUP

Elkay Model FL10

Elkay Model FSR5

Alternative Bid Items

Elkay LKAV7051FCR

ELKAY EF3000VRBMC

ATLES FILTRI ZC1802749

ATLES Filter RE4520P05

ATLES Filter RA5777608

Link with Locations, Existing Fixtures to be Removed, and New Fixtures to Installed:

https://docs.google.com/spreadsheets/d/1RvC6sWaTar7SSY-tJ2etzSqC0SEpMZRY/edit?usp=drive_link&oid=107691644362144937402&rtpof=true&sd=true

State of Michigan Assurances and Certificates

2.4 BUILDING AND LOCATIONS IN ADRIAN, MI 49221

1. Adrian High School- 785 Riverside Ave.
2. Springbrook Middle School- 615 Springbrook Ave.
3. Alexander Elementary- 520 Cherry St.
4. Lincoln Elementary- 158 S. Scott St.
5. Prairie Elementary- 2568 Airport Hwy.
6. Michener Elementary- 104 Dawes St.
7. Drager Elementary- 340 E. Church St.
8. Mouli Alternative Education- 755 High St.
9. Comstock Community Center- 801 E. Maumee.

2.5 WORK HOURS

1. Elementary Schools can be completed Monday – Friday from 4:00 p.m. to 8:00 a.m. and Saturday & Sunday with no restrictions.
2. Middle School can be completed Monday – Friday from 3:15 p.m. to 7:00 a.m. and Saturday & Sunday with no restrictions.
3. High School can be completed Monday – Friday from 3:00 pm to 7:00 am and Saturday & Sunday with no restrictions.

2.6 WORK SCOPE

Include but not limited to:

1. The existing fixture to be removed and the new fixture to be installed with the necessary trim.
2. Remove and dispose of non-identified existing fixture off-site. Identified fixtures to be turn over to the School district.
3. Installation of the new fixture including but not limited to all necessary supply, sanitary, & vent piping from the existing fixture removal.
4. Caulking of all new fixtures and all clean up.
5. The District will provide a location in the building for staging.
6. The electrical work shall be the disconnection and reconnection with the same current connection where there is an existing electric service. Some additional electric work will be needed for unpowered and new bottle filler locations.
7. This bidder shall be responsible for shutting off the water and power.
8. "Pro-Press" fittings are acceptable along with soldering.
9. PVC can be used for fixture extensions of waste and vent piping if the existing is cast iron.
10. Masonry cutting and patching will be limited to the footprint of the drinking fountain. We have included cover plates or aprons to cover any openings.
11. There will be no substitutions for plumbing fixtures listed in Article 2.3.
12. Base bid to cover all grant funded bottle filling stations and work associated with.
13. Alternate bid to cover all non-grant funded fixtures and work associated with.

III CONTRACTUAL OBLIGATIONS

3.1 FORM OF CONTRACT

3.1.1 Form of Contract: This is a Request for Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1 Familial Disclosure Affidavit: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School District's Superintendent. The School District will not accept a Proposal that doesn't include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B**.

3.1.1.2 Iran Economic Sanctions Act: In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not

an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C. 8**

3.1.1.3 Bid Security: Contractors must submit with its Proposal bid security in the form of a Bid Bond issued by a qualified surety or certified check/money order in an amount of five percent (5%) of the Proposal (“Bid Security”). Failure to include this Bid Security with the Contractor’s Proposal will result in the rejection of your Proposal. If a Bid Bond is posted by a Contractor, it shall be from a Treasury Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executes the Bid Bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check/money order is submitted, it shall be made payable to “Adrian Public Schools.” The School District shall not be liable for any interest earned thereon. The Bid Security shall be forfeited as liquidated damages, and not as a penalty, if the Contractor withdraws its Proposal after the Due Date for submission of Proposals or, upon acceptance of its Proposal by the School District, the Contractor fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required Performance Bond and/or Payment Bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Contractor. Bid Bonds shall be duly executed by the Contractor, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury’s Circular 570, entitled “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”, with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better. Bid Security shall be returned to all non-successful Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor. If the bid security is a certified check/money order, this must be delivered to the following address: 785 Riverside Ave, MI 49221 prior to the bid due date and time.

3.1.1.4 Performance Bond: Successful Contractors whose Proposals are \$50,000 or more will be required to furnish Performance and Payment Bonds, in a form satisfactory to the School District, in the amount of 100% of its Proposal by a Treasury-listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. The cost of the Bonds shall be included in each Proposal.

3.1.1.5 Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Lenawee County, Michigan.

3.1.1.6 General Indemnification: Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with Contractor’s performance of the Contract and/or from Contractor’s violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors,

employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Adrian Public School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.7 Compliance With Laws: Contractor shall comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants, and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations, and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend, and hold School District harmless from any liability from its failure to so comply.

3.1.1.8 Right to Terminate on Breach: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

Events Upon Termination: Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment or products to the School District at a location to be designated by the School District.

3.1.1.9 Pricing: Prices quoted are to be F.O.B. to Adrian Public Schools. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.10 Taxes: This project is NOT exempt from taxes.

3.1.1.11 Competition: The name of a model, manufacturer, or brand in this RFP shall not be considered as exclusive of other brands. Brands and models specified in this RFP are preferred. The School District expects all supplies, materials, equipment, or products bid by a Contractor to meet or exceed the Specifications set forth in this RFP. Further, it is the School District's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name, or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment, or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The School District in its sole and

absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor meet the Specifications contained in this RFP and possess equivalent and/or better qualities. It is the Contractor's responsibility to notify the School District in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the School District prior to the Due Date for Proposals. Any and all deviations from Specifications must be noted on the Proposal Form.

IV. PROPOSAL

4.1 PROPOSAL FORMS Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2 PROPOSAL CHECKLIST In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

4.2.1 Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.

4.2.2 List of Contractor's References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of Work/services provided including the size of the array and date of installation.

4.2.3 Contractor's Verification of addenda to the RFP, if any.

4.2.4 Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

4.2.5 A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B**.

4.2.6 A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C**.

ATTACHMENT A

CONTRACTOR INFORMATION:

CONTRACTOR'S NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

CONTRACTOR PRICING

Adrian High School Base Bid Amount: \$ _____

Adrian High School Alternate Bid Amount: \$ _____

Springbrook Middle School Base Bid Amount: \$ _____

Springbrook Middle School Alternate Bid Amount: \$ _____

Alexander Elementary School Base Bid Amount: \$ _____

Alexander Elementary School Alternate Bid Amount: \$ _____

Michener Elementary School Base Bid Amount: \$ _____

Michener Elementary School Alternate Bid Amount: \$ _____

Lincoln Elementary School Base Bid Amount: \$ _____

Lincoln Elementary School Alternate Bid Amount: \$ _____

Prairie Elementary School Base Bid Amount: \$ _____

Prairie Elementary School Alternate Bid Amount: \$ _____

Drager Early Head start School Base Bid Amount: \$ _____

Drager Early Head start School Alternate Bid Amount: \$ _____

Comstock Community Center Base Bid Amount: \$ _____

Comstock Community Center Alternate Bid Amount: \$ _____

Mouli Alternative Education Building Base Bid Amount: \$ _____

Mouli Alternative Education Building Alternate Bid Amount: \$ _____

Allowance Amount: \$ 10,000.00

Bond Amount: \$ _____

Grand Total Amount: \$ _____

UNIT PRICING

The undersigned agrees that at the Owner’s discretion, the Base Bid Sum may be altered as follows if the Unit Prices indicated and defined in the Unit Prices Section and elsewhere in the Bidding Documents are to be executed. Failure to bid upon requested Unit Prices shall indicate no change in the Base Bid Sum.

Elkay LZS8WSBPRO-FSR5(Ea)	\$ _____
Elkay LZSTL8WSBPRO-FSR5(Ea)	\$ _____
Elkay LKAV7051FCR(Ea)	\$ _____
Elkay LVRCTL8WSPRO-FSR5(VANDAL RESISTANT) (Ea)	\$ _____
Elkay LVRC8WSPRO-FSR5 (VANDAL RESISTANT) (Ea)	\$ _____
Elkay 98324C – Cane Apron (Ea)	\$ _____
Elkay STLBFUP – Universal Back Panel (Ea)	\$ _____
Elkay SSBFUP – Universal Single Back Panel (Ea)	\$ _____
Elkay Model FL10(Ea)	\$ _____
Elkay Model FSR5(Ea)	\$ _____
ELKAY EF3000VRBMC (Ea)	\$ _____
ATLES FILTRI ZC1802749(Ea)	\$ _____
ATLES Filter RE4520P05 (Ea)	\$ _____
ATLES Filter RA5777608 (Ea)	\$ _____
ELKAY EF3000VRBMC(Ea)	\$ _____

B. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request For Proposal, the Contract, and our Proposal.

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

I hereby certify that I am authorized to sign as a Representative for the firm. **CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.**

Name of Contractor: _____

(Signature/Principal) _____

(Name Printed) Date: _____

ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of _____ (the “Contractor”), pursuant to the familial disclosure requirement provided in the Adrian Public Schools (the “School District”) Request For Proposals For Adrian Public Schools Filter First Fixture Replacement, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District’s Board of Education Members and its Superintendent may be found at <http://www.Adrianmaples.org>

Attachment B: Familial Relationships Form.

- 1.
- 2.
- 3.
- 4.
- 5.

BIDDER: _____

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN

COUNTY OF _____.

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

ATTACHMENT C

Affidavit of Compliance – Iran Economic Sanctions Act Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of [Bidder Company Name] (the “Bidder”), pursuant to the compliance certification requirement provided in **Adrian Public Schools** (the “District”) Request for Proposals for Energy Conservation Improvements on a Performance Contract Basis, hereby certifies, represents and warrants that the respondent (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 respondent is awarded a contract as a result of the aforementioned Request for Proposal, the respondent will not become an “Iran Linked Business” at any time during the course of performing under the contract.

The respondent further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$310,000.00 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 the 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 that it is determined that the person has submitted the false certification.

BIDDER: _____

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN

COUNTY OF _____.

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____.

ATTACHMENT D

CONTRACT

This Contract (“Contract”) is made on _____, 20__ (“Effective Date”), between ADRIAN PUBLIC SCHOOLS, a Michigan public school district (“School District”), whose address is 785 Riverside Ave, Adrian, Michigan 49221 and _____, a _____ (“Contractor”), whose address is _____. The School District and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

The School District issued a Request For Proposal For _____ dated _____, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the “RFP”), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to _____ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Work”).

In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, to perform the Work contemplated by the RFP.

The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor’s Proposal to the RFP. The Contractor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference, and marked as Exhibit A (collectively referred to as the “Proposal”).

Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal.

The Parties agree that certain terms, conditions, and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows;

RESTATEMENT CONSTITUTES THE CONTRACT

Incorporation By Reference.

The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal, and other

related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

This Contract, including all Attachments hereto;

The RFP, including the Specifications attached thereto; and

Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

TERM AND TERMINATION

This Agreement shall commence as of the Effective Date and all Work hereunder shall be completed no later than _____ and shall be in compliance with the Project Schedule attached hereto as Exhibit B.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

(c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

WARRANTY

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of two (2) years from completion of the Work.

INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

Worker’s Compensation Insurance with statutory limits and Employer’s Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.

If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.

Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage. All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.

The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:

A Best’s rating for each of your insurance carrier at A-VII or better,

“Adrian Public School District” is endorsed as an additional insured on the General Liability policies.

All consultants must be listed as additional insured.

CONTRACTOR’S COMPENSATION Based upon the School District’s RFP and the Contractor’s Proposal, the School District shall pay the Contractor for its Work as follows:

MISCELLANEOUS

Notices. All notices hereunder shall be in writing and shall be effective when sent by electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

Attention:

Copy To:

If to the School District: Adrian Public Schools, Adrian, Michigan 49221

Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. 5

Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

Captions. The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Lenawee County, Michigan.

Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

CONTRACTOR:

By: _____

Its: _____

Date: _____

SCHOOL DISTRICT: By:

Its: _____

Date: _____

EXHIBIT A

WRITTEN CLARIFICATIONS

EXHIBIT B

PROJECT SCHEDULE