

CHIPPEWA VALLEY SCHOOLS

INVITATION TO BID

**Labor and Parts Contract for
Commercial Kitchen Equipment
ITB No. 15.1920**

Issue Date: August 6, 2019

Due Date: August 22, 2019 no later than 2:00 p.m.

Tentative Award Date: September 2019

Contract Date: September 2019 – August 2021

**CHIPPEWA VALLEY SCHOOLS
19120 CASS AVENUE
CLINTON TOWNSHIP, MI 48038**

SECTION I: BID OVERVIEW

1. PURPOSE:

Chippewa Valley Schools (“District”) is requesting sealed bids from responsive and responsible bidders for a 2 year Labor and Parts contract providing materials, repair and service on commercial refrigerators, freezers and milk coolers throughout the district. District is seeking billable hourly labor rates and mark-up percentages for parts and materials needed. Historically, this contract has an annual spend of \$25,000 - \$35,000. Equipment manufacturers commonly used throughout the District: **Beverage-Air / ChryslerKoppin / Delfield / Manitowoc / Norlake / Traulsen / True / Victory**

****This ITB does NOT include the purchase or lease of any equipment****

SCHOOL	Refrigerators	Freezers	Milk Coolers
Cherokee Ele	1	1	2
Cheyenne Ele	3	1	2
Clinton Valley Ele	1	1	2
Erie Ele	1	1	2
Fox Ele	1	1	2
Huron Ele	2	1	2
Miami Ele	1	1	2
Mohawk Ele	1	1	2
Ojibwa Ele	2	1	2
Ottawa Ele	1	1	2
Sequoyah Ele	1	1	2
Shawnee Ele	1	1	2
Algonquin MS	walk in	1	2
Iroquois MS	2	2	2
Seneca MS	3	walk in	3
Wyandot MS	2	walk in	2
Chippewa Valley HS	4	walk in	1
CV-9	3	2	3
Dakota HS	6+ walk in	3 + walk in	4
Dakota-9	2	walk in	1
Central Kitchen	1 + walk ins	walk ins	
GRAND TOTAL QUANTITY	39 + 4 walk ins	20 + 6 walk ins	42

2. BID SCHEDULE:

Deadline for bidder to submit questions	August 15, 2019 4:00 pm
Addendum issued	August 19, 2019
Sealed Bid due date	August 22, 2019 2:00 PM
Initial Contract start date	September 1, 2019
Initial Contract end date	August 31, 2021

SECTION II: INSTRUCTIONS TO BIDDERS

1. BIDS

The Board of Education of Chippewa Valley Schools, 19120 Cass Avenue, Clinton Township MI 48038, is accepting sealed public bids for Materials, Repair and Service on Commercial Kitchen Equipment in accordance with these specifications. All required Bid and Pricing forms shall be sealed and delivered to the above address **no later than 2:00 p.m., local time, August 22, 2019.**

It is the sole responsibility of the bidder to ensure their bid has been delivered before the due date and hour as indicated. Late bids, Faxed bids and Emailed bids will NOT be accepted for any reason.

2. ADDENDA

Any and all clarification questions pertaining to this ITB must be submitted in writing via email to: purchasing@cvs.k12.mi.us no later than 4:00 pm, on August 15, 2019, and will be answered and posted to http://vendors.chippewavalleyschools.org/admin/bids_list.asp as Addenda no later than August 19, 2019. It is the bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this ITB. Bidders are responsible for checking this website prior to bid submission. Failure to acknowledge all addenda may result in rejection of your bid as being non-responsive.

3. COMMUNICATION WITH DISTRICT STAFF

All bid and contract communication shall be directed to the Purchasing & Risk Management Supervisor at purchasing@cvs.k12.mi.us or (586) 723-2150. Failure to comply with this directive may be grounds for disqualification.

4. EXCEPTIONS

Bids shall meet or exceed all specifications herein. Any and all deviations from specifications shall be clearly detailed on Section V: Bid Proposal Form; otherwise, the bid submission will be considered in strict compliance with the specifications, and the successful Contractor will be held responsible thereof.

5. VOLUNTARY ALTERNATES

Base bids are requested in accordance with the detailed specifications; voluntary alternates are not allowed, unless indicated otherwise via Addenda.

6. WITHDRAWAL OF BIDS

A bidder may withdraw their bid at any time prior to the opening of bids. All bids shall remain firm for acceptance for a period of 90 (ninety) days beyond the bid opening. The awarded Contractor shall honor the bid pricing for a period of two (2) years.

7. REBATES AND DISCOUNTS

Bidders are encouraged to offer rebates or tier pricing based on volume thresholds.

8. BID COSTS

District shall not be responsible for any cost or expense the bidder incurs during the preparation or award of this bid.

9. BID ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept or reject any or all bids, in whole or in part; with or without cause; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest bidder in the sole discretion of the District.

10. BIDDER'S RESPONSIBILITY

The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the services, supplies, materials or equipment required and a representation that the bidder can furnish the service or item(s) in complete compliance with the general terms and conditions, specifications and any special provisions.

11. GIFTS, GRATUITIES OR KICKBACKS

Acceptance and the offering of gifts, gratuities or kickbacks from Bidders or the Contractor to District employees and their family members or the members of the Board of Education are prohibited.

12. VERBAL REPRESENTATIONS

Bids shall contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after bids are submitted will not be considered unless they are made in answer to questions asked by the District or its representatives and are followed up in writing.

13. SOLE BIDDER

If only one bid is received in response to the ITB, a detailed cost bid, if requested by District, will be required of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost bid in order to determine if the price is fair and reasonable.

14. BIDDER INTERVIEWS

District may, at its option, elect to conduct interviews with selected bidders. District is not required to hold such presentations and is not obligated to provide all bidders with such an opportunity.

15. MISREPRESENTATIONS

If it is discovered prior to an award, that a bid contains false, misleading, or otherwise inaccurate information, the bid will be immediately disqualified. If it is discovered after a contract has been executed, that the Contractor had provided false, misleading, or otherwise inaccurate information, the contract may be immediately terminated without penalty to District.

16. NOTIFICATION OF AWARD

District will make available the information regarding the bid tabulation. This may be downloaded at http://vendors.chippewavalleyschools.org/admin/bids_list.asp

17. BIDDER PROTEST

Bidder protests may be served by an aggrieved bidder to the Purchasing & Risk Management Supervisor. Any protest shall be submitted in writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

SECTION III: GENERAL TERMS & CONDITIONS

1. CONTRACTOR STATUS

Contractor is retained by District only for the purposes and to the extent set forth in this contract. Contractor's relation to District shall only be that of an independent contractor. Both parties understand and agree that this contract is not intended and shall not be construed to create an employment relationship between District and Contractor, its officers, employees, or agents.

Contractor shall at no time represent itself to be an employee or agent of District and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of District pertaining to or in connection with any fringe, pension, workers' compensation, unemployment or similar benefits to District employees.

Contractor shall retain sole and absolute discretion in the methods and means of carrying out Contractor's activities and responsibilities under this contract, except to the extent specified in this contract.

2. TAXES

District is exempt from paying sales tax. Exemption certificates will be provided upon request. Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

3. TERMINATION FOR CONVENIENCE

The District may terminate this contract in whole, or in part if the District determines that a termination is in the District's interest, with a 30 calendar day written notice. The Contractor shall stop work on the cancellation date specified in the notice.

The District will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the District may determine the Contractor's cost based the schedule of values or exact cost of any work performed. The Contractor will not be reimbursed for any anticipated profit.

4. TERMINATION FOR CAUSE

If either party is in default under this contract, it shall have an opportunity to cure the default within 14 calendar days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 7 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The District may immediately terminate this contract, or any part hereof, for due cause in the event of serious safety and/or health related violations by the Contractor, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

5. **CONTRACTOR PAYMENT POLICY & PROCEDURES PAYMENT**
Contractor(s) shall submit invoices to Chippewa Valley Schools, Food Service Department, 19120 Cass Avenue, Clinton Township MI 48038. Payment will be made within 30 days after receipt of a detailed, accurate and uncontested invoice for rendered materials and services.
6. **CONFIDENTIALITY**
The Contractor shall ensure that suitable measures will be taken to assure the confidentiality of District's data and operations.
7. **FREEDOM OF INFORMATION ACT**
The bids and supporting materials become the property of District and are subject to public access according to the Freedom of Information Act, MCL 15.231 et. Seq.
8. **NEWS RELEASES**
Contractors will at no time make news or advertising releases pertaining to the bid document or contract for any purpose without the prior written approval of, and in coordination with, District.
9. **EXECUTION OF CONTRACT**
The contract entered into by the parties shall consist of all parts of this Invitation to Bid including specifications, drawings, if any, including all modifications thereof, any addenda, any questions and corresponding answers, and the bid submitted by the awarded Contractor; all of which shall be referred to collectively as the Contract Documents. Bidders shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed parts and services.
10. **SMOKING/ALCOHOL ON SCHOOL PREMISES**
Smoking, the use of tobacco products, or alcohol shall not be permitted on the school property at any time.
11. **PERMITS, FEES, LICENSES AND INSPECTIONS**
At its own expense, Contractor shall provide, pay for and coordinate all permits, fees, licenses, inspections and city, county, state, federal and governing authority approvals required for the successful completion of work contained within their bid. Contractor shall deliver required certificates of inspection and approvals to District.
12. **PROTECTION OF BUILDINGS, EQUIPMENT, AND VEGETATION**
If the Contractor's failure to use reasonable care causes damage to any of the District's property, the Contractor shall replace or repair the damage at no expense to the District as the Purchasing & Risk Management Supervisor directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.
13. **WORKER PROTECTION**
The Contractor shall take necessary precautions for the safety of employees performing the work, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Contractor shall erect and properly maintain at all times all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created.

14. NONDISCRIMINATION

The Contractor hereby agrees to comply with all federal, state, and municipal equal opportunity and nondiscrimination guidelines and regulations, and covenants that neither the bidder nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for District to revoke and otherwise terminate the contract and all obligations of the District there under.

15. GUARANTEES BY THE CONTRACTOR

The Contractor guarantees that all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by an District representative; that all materials, products and service offered is standard, new, latest, model of regular stock product or as required by the specifications type of equipment or furniture offered; also that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

16. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL CONTRACTOR

Contractor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to District.

- a. Commercial General Liability Insurance with limits of two million dollars (\$2,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products / completed operations coverage; limits of \$50,000 for any one fire damage and \$10,000 any one person medical payments.
- b. Workers' Compensation Statutory Coverage and Limits
- c. Employer's Liability Coverage one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this contract in accordance with state law;
- d. Automobile Liability with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned, hired and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this Paragraph is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Contractor during the term of this contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this contract.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Chippewa Valley Schools, Purchasing Department, 19120 Cass Avenue, Clinton Township, MI 48038. If such insurance is not in force, District may, at its option, terminate and cancel the contract.

17. SEVERABILITY

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

18. OSHA/MIOSHA

The Contractor shall abide by all OSHA/MIOSHA Local, State, Federal and District's Safety Requirements.

19. ASBESTOS

No materials/products containing asbestos shall be used or installed. The Contractor shall supply upon completion of the work and before final payment, a signed letter stating that no asbestos containing materials/products were used for the project. In the event that asbestos is discovered by the Successful Bidder during the scope of work, then all work shall cease immediately and District's Food Service Director shall be notified.

20. LEAD-CONTAINING MATERIALS

The intent of this section is to formally notify all contractors and subcontractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this District, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The District has not conducted lead-based paint inspections. As a result, bidders shall assume that building components do contain lead-based paint.

Furthermore, all awarded contractors and subcontractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or sub-contractor.

21. ELECTRICAL POWER TOOL AND EQUIPMENT

All electrical power tools and equipment used shall meet or exceed the requirements of Underwriters Laboratory (U.L.). Each piece shall have the U.L. label affixed in a conspicuous place.

22. RIGHT TO COMPLETE

In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this contract, District may perform or hire another contractor for such duties under the contract and charge the Contractor, or deduct the difference in cost from subsequent payments. In addition, District reserves the right to contract out for failed services and charge the Contractor for the services rendered.

23. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, or dispose of the contract or any part thereof without the prior written consent of District.

24. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to indemnify, defend and hold harmless District, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this contract by Contractor; or (iii) any breach of any representation or warranty by Contractor under this contract. District agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor warrants that its performance of the services under this contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to District with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless District, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against District arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or District's use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this contract; provided that Contractor is notified in writing within thirty (30) days from the date the District knew of such claim. District retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by District in defending itself against such claims.

26. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW

It is the Contractor's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law. All cleaning material containers shall be properly labeled. The Contractor is to provide District with the following information:

- a. Material Safety Data Sheets (MSDS) on all chemicals your company provides and uses.
- b. An inventory of the types of chemicals used, their purpose, and their location in the building.

27. USE OF WARRANTY BENEFITS

Contractor shall coordinate with District to take full advantage of manufacturer provided warranties for part replacement and repair services.

28. CLEAN WORKAREA

Contractor shall clean up all debris and rubbish resulting from his work each day. The premises shall be left in a neat, safe, unobstructed condition every day, regardless if the work has been fully completed.

29. GOVERNING LAW

This contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Macomb County, Michigan.

30. CONFLICT OF INTEREST

District will not enter into a contract to furnish materials or services to District where a board member, administrator, building administrator, or employee involved in the contracting process has a substantial interest in the proposed contract except as provided in s380.634(5) of the Revised School Code. A "substantial conflict of interest" means a conflict of interest on the part of an intermediate school board member or intermediate school district administrator in respect to a contract with the intermediate school district that is of such substance as to induce action on his

or her part to promote the contract for his or her own benefit. Disclosure of all such interests shall be made.

Every contract entered into by District shall contain a provision to the effect that if subsequent to entering into the contract an District Board member, administrator, building administrator or employee involved in the contracting process shall develop a substantial interest in the contract, District shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after District provides notice of the disqualifying interest.

31. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the District and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. This contract may not be modified except in writing signed by both parties.

32. MODIFICATIONS

The contract may be modified in accordance with the following procedures. In the event that all parties to the contract agree that such changes would be of a minor and nonmaterial nature, such changes may be effected by a written statement which describes the situation and signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the contract to be of a major or complex nature, then the change shall be by formal amendment of the contract signed by the parties and made a permanent part of the contract.

33. IRAN ECONOMIC SANCTIONS ACT

The Iran Economic Sanctions Act (Public Act 517 of 2012) mandates that an Iran Linked Business is not eligible to submit a bid with District. The Act also requires that a person that submits a bid in response to a District request for bid shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for bids issued by District.

The Act defines an Iran Linked Business as:

- a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the District determines, using credible information available to the public, that a person or entity has submitted a false certification, District shall provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice shall include information on how to contest the determination. The notice shall also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

SECTION IV: SPECIAL TERMS & CONDITIONS

1. CONTRACT TERM

The anticipated term of the contract is for two (2) years beginning on September 1, 2019 through August 31, 2021, with options to renew for an additional three (3) years in one (1) year increments. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement. We are also asking for maximum price escalators for the additional three (3), one (1) year possible extensions. Price increases will be agreed upon by both parties, upon thirty (30) days written notification to the District's Purchasing & Risk Management Supervisor.

a. CONTRACT EXTENSION OPTION

The District may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the District gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the District to an extension.

b. If the District exercises this option, the extended contract shall be considered to include this option clause.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

2. CONTRACTOR USE OF SECOND EMPLOYEE

It is the District's expectation that Contractor shall bill the District for one worker per job. Contractor shall obtain District's prior approval before authorizing a second worker for any work to be billed to the District.

The District understands that the Contractor may at times employ an apprentice employee who is being trained under an experienced employee. The Contractor shall not bill the District, however, for any apprentice labor costs.

3. WARRANTY

Bidder shall provide written warranty that includes a minimum of one (1) year for equipment, parts and labor. Upon notice from District's Food Service Department, the Contractor must, without charge, promptly and properly replace any and all improper/non-functioning work and material that may become apparent within a one year period from the date of acceptance by the Chippewa Valley Schools' Food Service Department.

Both parties understand the importance of maintaining uninterrupted food service operations and storing food at appropriate temperatures. The District and Contractor shall work together to prioritize repairs and service, which depends on the time of year and nature of work.

Emergency warranty service will be on a twenty-four hour, seven days a week basis, if required for crucial District food service operations. Response time will be within forty-eight hours for non-emergencies during the school year. Summer non-urgent work can be scheduled within one week.

4. DOCUMENTATION FOLLOWING AWARD

Within ten (10) days after receiving formal notification, the successful Bidder(s) will be required to furnish the following:

- a. Insurance Certificates: As required by the General Terms and Conditions of this ITB.
- b. Execute authorized signatures on the Contract Agreement.

If the Awarded Bidder refuses or fails to submit the required documents within the ten (10) business day period, District will consider the Bidder to have abandoned all rights and interest in the contract award. Consequently, the work may be awarded to another Bidder.

5. STORM WATER PERMIT

While performing work involving grounds maintenance and/or the construction/maintenance of any infrastructure, including roads, water mains, sanitary sewers, storm drains and storm water best management practices (BMPs), Contractor shall minimize pollution from storm water runoff that can affect water quality related to work activities. Pollutants that could impair water quality may include fuel, grease and oil, nutrients, bacteria and pathogens, litter and debris, and soil erosion and sedimentation. Applicable BMPs shall be implemented by the Contractor to the maximum extent practicable to protect water quality and wildlife habitat.

SECTION V: BID PROPOSAL FORM

BID PACKAGE: Labor and Parts Contract for Commercial Kitchen Equipment
ITB 15.1920

DUE DATE: August 22, 2019, 2:00 p.m. local time.

DELIVERY TO: Chippewa Valley Schools
19120 Cass Avenue
Clinton Township, MI 48038
Attn: Ms. Laura Harrington
Purchasing & Risk Management Supervisor

REQUIRED SUBMITTALS:

Two (2) copies and One (1) original of Bid Proposal Form and Pricing Sheet
Two (2) copies and One (1) original of Affidavit Form
Warranty Certificates

Company Name: _____

Address: _____

Company Representative: _____

Title: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

Website Address: _____

LEGAL STATUS OF BIDDER

A Corporation organized and existing under the laws of the State of _____

ADDENDA

The undersigned acknowledges receipt of the following addenda, if issued by the District:

Addendum Number _____ dated _____ Addendum Number _____ dated _____

AGREEMENTS

The undersigned understands that the District reserves the right to reject any and all bids and to waive informalities and irregularities in bidding. District also reserves the right to hold bids for a period of 90 days from bid opening date.

The District reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informality therein. If in the District’s opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for quality of the supplies and services, delivery time, fill rate, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Chippewa Valley Schools to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of plans and specifications.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this ITB. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Chippewa Valley Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Chippewa Valley Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Chippewa Valley Schools.

I have read and understand the bid proposal, and any issued addendums, including bid requirements, terms and conditions, and Contractor requirements and specifications, which are integral parts of the terms of this contract.

The undersigned agrees to execute a Contract for work covered by this proposal provided that he/she is notified of its acceptance within ninety (90) days after date of proposal. I hereby certify that I am authorized to sign as a Representative for the Firm.

Signature: _____

Title: _____

Date: _____

BID PRICING FORM

Type of Service	Hourly Billable Rates, firm for 2 years			
	Work Day 7 am – 5 pm	Second/Third Shift 5 pm – 7 am	Weekend 12 am – 12 pm	Holiday 12 am – 12 pm
Refrigerator / Freezer				
Oven / Hot Holding Equipment				
Steamers				
Dish Machines / Plumbing				
General Equipment Repairs				
Maximum Price Escalator if Contract is extended additional years:				
Year 3 % Increase				
Year 4 % Increase				
Year 5 % Increase				
Destination / Trip Charge Maximum one / day				
Material Mark Up %				

EXCEPTIONS: Bidder must detail any exceptions or deviations from bid requirements or any terms and conditions below:

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 contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Chippewa Valley Schools' (the "School District") Request For Proposals For _____ (the "RFP"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or any entity, including all successors, parent companies, subsidiaries and companies under common control, engaged in investment activities of \$1,000,000.00 or more with the energy sector of Iran, including providing of products used to construct or maintain oil or liquefied natural gas pipelines.

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

Name of Company

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

CONTRACT ACKNOWLEDGMENT
CHIPPEWA VALLEY SCHOOLS
Labor and Parts Contract for Commercial Kitchen Equipment
ITB 15.1920

CONTRACT PERIOD: September 1, 2019 through August 31, 2021, with the option of three (3) annual contract extensions upon mutual written agreement.

SECTION I. Conditioned upon Contractor being awarded by the Chippewa Valley School Board of Education, or award being made administratively, the bid items set out in ITB 15.1920, and upon order of the Township of Clinton, Michigan, Contractor does hereby agree to provide professional services to Chippewa Valley Schools in accordance with the terms of Contractor's submitted Bid Proposal and the Specifications in above referenced ITB, the services listed in the ITB as awarded to Bidder in the Board of Education resolution awarding such bid to Contractor. Execution of said Resolution shall evidence Chippewa Valley Schools' acceptance of this contract.

SECTION II. Chippewa Valley Schools agrees to pay Contractor at the prices listed in the Bid Pricing Sheet and with payment being subject to any discount terms stated upon the Bid Proposal and Specifications, and subject to any payment terms contained elsewhere within this contract and its attachments.

SECTION III. Contractor agrees to maintain the minimum insurance limits as indicated in ITB document: Chippewa Valley Schools shall be listed as additional insured on these policies.

SECTION VI. Contractor shall at all times adhere to all current and future state and federal laws and requirements as it relates to working with a public Michigan K-12 school district. Contractor also confirms that participation in this agreement is not the result of collusion or any act of fraud. Contractor has also disclosed any and all familial relations to employees or Board of Education at Chippewa Valley Schools.

SECTION V. It is understood that the following documents: the Advertisement to Bid, the ITB, any issued addendums, and Contractor's Proposal are hereby made a part and parcel of this contract and incorporated herein for all purposes.

SECTION VI. The date of any payment shall be determined by calculating the number of days after receipt of invoices from Contractor, or after reasonable verification herein provided, whichever is later.

SECTION VII. Venue of any court action brought directly or indirectly by reason of this contract shall be in Clinton Township, Michigan. This contract is established in Clinton Township, Michigan.

SECTION VIII. If Contractor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Contractor by the Purchasing Supervisor of Chippewa Valley Schools. Chippewa Valley Schools reserves the right to terminate or cancel this contract, in whole or in part, immediately for due cause or upon thirty days notice for convenience.

Contractor Information:

School District Information:

Company Name _____

Chippewa Valley Schools _____

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____