

# **CHIPPEWA VALLEY SCHOOLS**

## **INVITATION TO BID**

**Purchase of Public Address (PA) Systems for  
Chippewa Valley and Dakota High Schools**

**ITB No. 12.1920**

**Issue Date: June 12, 2019**

**Due Date: June 26, 2019 no later than 2:00 p.m.**

**Tentative Award Date: July 2019**

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

**Chippewa Valley Schools**  
19120 Cass Avenue  
Clinton Township MI 48038

**I. GENERAL BID REQUIREMENTS**

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**A. Project Description**

Chippewa Valley Schools (herein known as "District") is seeking sealed bids for the purchase and installation of a new Public Address (PA) Systems for both Chippewa Valley High School and Dakota High School. Pricing shall also include the removal of existing PA Systems at these two high schools.

The District will base award on several evaluation factors, in no particular order, including but not limited to: meeting bid specifications, pricing, product selection and availability, references, delivery time schedule and installation services provided.

Funding for this purchase is through the awarded 2019 Competitive School Safety Grant Program. Awarded Vendor shall provide all documentation required by this authority to ensure District receives reimbursement for the expenses in this purchase.

**B. Bid Submittal Deadline**

Sealed bids must be delivered in person or sent by mail to: **Ms. Laura Harrington, Purchasing & Risk Management Supervisor, 19120 Cass, Clinton Twp., MI 48038. Bids must be received no later than 2:00 p.m. on June 26, 2019.** Bids received after this time and date will not be opened nor accepted. Faxed and/or emailed bids are not acceptable.

The words "PA Systems Bid, Date Due: June 26, 2019, Time Due: 2:00 p.m." must appear on the outside of the envelope in the lower left-hand corner. Bids must be signed by an authorized representative of the company submitting the bid. Bidders are to provide two copies and one original bid to District in the sealed bid process described above.

It is the Bidder's responsibility to obtain and verify all information required to bid, prior to submission of your bid. Incomplete or missing requested information may be a cause for disqualification. The Bidder, in submitting his/her bid, agrees to accept the decision of the District as final.

**C. Collusion/Good Faith**

It is the intent of District that all Bidders act independently and in good faith by not soliciting one another or acting in any manner that might be viewed as collusion.

**D. Indemnification**

To the fullest extent permitted by law, the Vendor agrees to defend, pay on behalf of, indemnify and hold harmless the District, its elected and appointed officials, employees and volunteers and others working on behalf of the District against any and all claims, demands, suits, or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or the District, its elected and appointed officials, employees, volunteers or others working on behalf of the District, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, that arises out of or is in any way connected or associated with this contract.

**E. Right to Reject**

The Board of Education reserves the right to reject any or all bids, to award contract to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or informalities and, in general, to make award in any manner deemed by it, in its sole discretion to be in the best interest of the District.

#### **F. Questions/Inquires**

The Bidder shall notify the District contact no later than five (5) business days prior to the date of the bid opening should a Bidder have questions, find discrepancies, errors, or omissions in the documents. All questions shall be sent to Ms. Laura Harrington, Purchasing & Risk Management Supervisor, 19120 Cass Avenue, Clinton Township, MI 48038, phone: (586) 723-2150, purchasing@cvs.k12.mi.us

#### **G. Addenda**

Each bidder shall ascertain prior to submitting his/her bid that he/she has received all addenda issued. Addenda issued during the time of bidding shall become part of the bid and contract documents and receipt thereof shall be acknowledged on the Bid Proposal Form, Addenda will be mailed or delivered to all who are known by the District to have a set of bid documents. Copies of addenda will be made available for inspection wherever documents are on file for that purpose.

#### **H. Non-Compliance**

The District's Board of Education reserves the right to cancel the bid and / or bid award at any time that District staff feels Vendor has not met conditions and requirements of such. Vendor will be given opportunity to meet with District staff to discuss such issues before any termination is made.

#### **I. Equivalent Products**

Bidders can bid on an equivalent PA system of substantially the same measure, quality, style, and features as specified by District. Any manufacturer's names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The District will be the sole judge of equivalency. The Bidder may only offer brands which meet or exceed the specification. Equivalent bids will only be accepted if submitted on the attached Bid Proposal Form "Product Features" section. Bidder agrees that District's decision on equivalency or non-equivalency is final.

Bidders MUST provide the following information, at a minimum, in order for an alternate product to be evaluated by the District:

- (1) Include all the information for the alternate item on the Bid Proposal Form "Product Description" section (attached) for competitive evaluation analysis by the District.
- (2) The District may request a sample of the alternate item for inspection by District's personnel after the bid opening. Bidder shall provide said sample within 5 business days of District's request. The sample shall be brought to the Board Office by the Bidder at no cost to the District. Bidder shall be responsible for the timely return of the sample at no cost to the District.
- (3) Include literature with a picture and detailed specifications of the alternate product in the bid packet including the brand name, model number, and manufacturer's number. A marketing brochure is NOT sufficient.

**Failure to do any of the above will constitute a "No Bid" item by District, if solely determined by the District. District reserves the right to waive any irregularity in the bid responses.**

#### **J. Pricing**

Bidders shall provide pricing in the format required in the Pricing Sheet, such as unit prices, extended prices (unit price x quantity) or lump costs. If a bidder intends to omit an item from their bid, they shall do so by typing "No Bid" in the column labeled "Price". Zeros are interpreted as "Zero cost". District reserves the right to

increase or decrease the number of items ordered, if needed, due to financial or other considerations, with no effect on the unit costs provided in the bid Pricing Sheet.

## II. PRODUCT, WARRANTY AND INSTALLATION COSTS

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### A. HARDWARE COSTS

The Bid Pricing Form lists the components of the PA system. Bidder shall indicate whether or not their product meets these specifications. The costs are listed as both unit pricing and extended pricing. Extended pricing is defined as a calculation (unit price x quantity). If there are any calculation errors, the unit price cost shall prevail. The District highly encourages Bidders to typewrite (not handwrite) their costs into the Bid Proposal Form. The District shall solely determine the figure / "number" of any illegible number.

### B. WARRANTY COSTS

Parts shall be warranted per the manufacturer upon the completion of a successful installation of the system. Include warranty information as part of Bidder's proposal documents.

### C. INSTALLATION COSTS

Installation of all listed equipment shall be included in the base bid pricing on the Bid Pricing Form. Awarded Vendor shall also remove existing PA System and dispose of equipment offsite. It is the successful Awarded Vendor's responsibility to have experience installing the specified equipment.

### E. SOFTWARE COSTS

Software must be provided by the manufacturer or Awarded Vendor at no cost to District.

### F. OTHER ASSOCIATED COSTS

All costs associated with the purchase, delivery and installation of the PA system are to be included in the above pricing. This is to include all charges, but not limited to, costs such as delivery charges, freight charges, packing, unloading and fuel surcharges. Any other charges to be for District's consideration must be asked by Bidder during Question/Inquiry time period and addressed via Addendum.

### III. AWARDED VENDOR REQUIREMENTS

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#### A. Assignment or Transfer

Vendor shall not during contract assign or transfer any part of agreement to any other supplier at any time.

#### B. Product Delivery

Awarded Vendor will deliver product, FOB destination with inside delivery, to Chippewa Valley High School (zip code 48038) and Dakota High School (zip code 48044) by the delivery date required by the District. All shipments will be accompanied by a packing slip. Awarded Vendor's delivery personnel will deliver to location within the building as agreed upon by Awarded Vendor and District. Delivery and installation shall be made between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday. No deliveries or installation will be made on the weekend or holidays or on Fridays in the summer.

#### C. Sales Tax

This is a sales tax exempt purchase. A sales tax exemption certificate will be provided upon request.

#### D. Proof of Insurance Coverage

Bidders shall agree to provide the below insurance coverage upon award, and the cost of such insurance shall be included in their bid costs as submitted in the attached Bid Pricing Form. Awarded Vendor shall then provide District, at the time the contracts are executed, certificates of Insurance and/or policies, acceptable to the District, as listed below:

Worker's Compensation covering Awarded Vendor's statutory obligations as required by the State of Michigan.

Employers Liability Insurance with limits of liability of \$1,000,000 per accident.

Automobile Liability insurance with limits of \$500,000 per accident covering Awarded Vendor's owned, non-owned and hired automobiles.

Commercial General Liability with limits of liability as follows:

General Aggregate \$1,000,000

Products-Completed Operations Aggregate \$1,000,000

Personal/Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

This coverage shall include coverage for premises-operations, independent Awarded Vendor's protective, products and completed operations, personal injury and broad form property damage, and Contractual Liability protection with respect to Awarded Vendor's indemnification obligations under the Contract documents. Products completed operations coverage must be maintained for at least two years after final completion of the project.

The District shall be endorsed as additional insured on the General Liability and Umbrella Liability policy form. If so requested, certified copies of all policies shall be furnished.

Insurance carrier shall be rated at A minus VII or better (Best's rating system). Issuing insurance company shall provide thirty (30) days written notice of cancellation to the certificate holder and the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.

**E. Installation of New System**

The installation of the PA system shall be by either the Manufacturer or Manufacturer-approved service provider. Installation must be performed on site at each high school. Hours of operations are 8:00am – 4:00pm Monday through Thursday. Bidder must indicate, if any, need for evening and/or weekend installation in their bid response. Installation must be successfully completed by December 13, 2019.

**F. Removal of Existing System**

Base Bid Pricing shall also include labor associated with the removal and offsite disposal of the existing PA Systems.

**G. Invoice and Payment**

The District will pay up to 90% of invoiced amount after completion of installation. The District reserves the right to retain 10% of the invoiced amount until three weeks of utilization of the system is completed with normal operations and any and all issues are resolved to the District's satisfaction.

## IV. BID PROPOSAL FORM

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**SCHOOL DISTRICT:** Chippewa Valley Schools

**BID PACKAGE:** Purchase and Installation of PA Systems at Chippewa Valley and  
Dakota High Schools  
ITB 12.1920

**DUE DATE:** **Wednesday, June 26, 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

### LEGAL STATUS OF BIDDER

A Corporation organized and existing under the laws of the State of \_\_\_\_\_

### NAME OF BIDDER

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ ext. \_\_\_\_\_ Fax: \_\_\_\_\_

### 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  
Detailed Specifications on any Alternate System proposed  
Warranty Certificates

### 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 vendor 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 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:

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

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

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

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

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

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

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

**ADDENDA**

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

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

**PRODUCT DESCRIPTION:**

List the brand name, model number and market implementation date of all units proposed. All placements shall have one manufacturer's user manual provided to the District at no charge.

**A. CONSOLE**

Describe in detail the product you are bidding.

<b>Brand Name of System and Model Number:</b>
<b>MARKET IMPLEMENTATION DATE:</b>

Is this product equivalent in EVERY aspect to CVS's specification? Yes \_\_\_\_\_ No \_\_\_\_\_

**B. CENTRAL CONTROLLER**

Describe in detail the product you are bidding.

<b>Brand Name of System and Model Number:</b>
<b>MARKET IMPLEMENTATION DATE:</b>

Is this product equivalent in EVERY aspect to CVS's specification? Yes \_\_\_\_\_ No \_\_\_\_\_

**C. SWITCHING CARD**

Describe in detail the product you are bidding.

<b>Brand Name of System and Model Number:</b>
<b>MARKET IMPLEMENTATION DATE:</b>

Is this product equivalent in EVERY aspect to CVS's specification? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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## BID PRICING SHEET

Purchase and Installation of PA Systems at Chippewa Valley and Dakota High Schools

### REQUIRED BASE BIDS

Quantity	Item	Unit Price	Extended Price
<b>CHIPPEWA VALLEY HIGH SCHOOL, zip code 48038</b>			
1	CareHawk Display Admin Console (AP1)	\$	\$
4	CareHawk Attenuator (AT1)	\$	\$
1	CareHawk Central Controller w/300w	\$	\$
1	CareHawk Card Telephone	\$	\$
1	CareHawk Switching Card	\$	\$
5	CareHawk 32 Switching Card	\$	\$
2	Atlas/Soundoller Power Amp Dual 70	\$	\$
1	Four Star CAT5E 4 Pair 24AWG Plenum Cable	\$	\$
	Shipping		\$
	Labor		\$
<b>DAKOTA HIGH SCHOOL, zip code 48044</b>			
1	CareHawk Display Admin Console (AP1)	\$	\$
4	CareHawk Attenuator (AT1)	\$	\$
1	CareHawk Central Controller w/300w	\$	\$
1	CareHawk Card Telephone	\$	\$
5	CareHawk Switching Card	\$	\$
2	Atlas/Soundoller Power Amp Dual 70	\$	\$
1	Four Star CAT5E 4 Pair 24AWG Plenum Cable	\$	\$
	Shipping		\$
	Labor		\$
<b>TOTAL BASE BID COSTS:</b>			<b>\$</b>
2 systems	Trade in CREDIT for existing hardware	(\$ )	(\$ )

**Additional Information:**

Bidder shall provide the following information:

1. How long has your company been in business full-time? \_\_\_\_\_ Yrs.
2. Can you install at both locations by December 13, 2019? YES \_\_\_\_\_ NO \_\_\_\_\_
3. Are you an authorized distributor of equipment? YES \_\_\_\_\_ NO \_\_\_\_\_
4. List at least three references, public schools preferably, with which you are currently/recently have been doing business with. Do NOT include Chippewa Valley Schools in this listing.

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

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

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

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

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

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

AFFIDAVIT 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 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 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 \$20,000,000.00 or more with the energy sector of Iran, including providing of products used to construct or maintain oil or liquefied natural gas pipelines.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 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.

CONTRACTOR:

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
  )ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by

\_\_\_\_\_

, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:\_\_\_\_\_

Acting in the County of:\_\_\_\_\_