

**CHIPPEWA VALLEY SCHOOLS**  
**Purchasing Department**  
**19120 Cass Avenue**  
**Clinton Township, MI 48038**

**BLEACHER INSPECTIONS, MAINTENANCE AND REPAIR SERVICES ITB 8.2021**

Chippewa Valley Schools (hereby known as “School District”) will accept sealed bids for **Bleacher Inspections, Maintenance and Repair Services ITB 8.2021** for the Maintenance Department. Bids shall be accepted until 2:00 p.m., local time on **March 10, 2020** at the following location:

Chippewa Valley Schools  
Administration Building  
ATTN: Ms. Laura Harrington, Purchasing Supervisor  
19120 Cass Avenue  
Clinton Township, MI 48038

Bids will be accepted and opened on **March 10, 2020 at 2:00 pm**, local time. Oral, telephonic, telegraphic, email, facsimile or LATE proposals will NOT be considered for any reason.

The Board of Education reserves the right to accept or reject any or all items in the bid; to accept or reject any or all bids; to split the award to one than one Bidder; to waive informalities therein; or, to award the contract to other than the low Bidder. The Bidder, in submitting his/her bid, agrees to accept the decision of the School District as final.

All Bidders must provide Iran Linked Business disclosure in compliance with Public Act 517 of 2012 and attach this information to the bid proposal. The bid proposal must be accompanied by a sworn and notarized affidavit related to School Safety Initiative Legislation. The District will not consider a bid that does not include this sworn and notarized disclosure statement.

A sales tax exemption certificate will be furnished upon request. All proposals shall be firm for a period of ninety (90) days from the date of the bid opening until time of award. Bid pricing shall be held firm for a one (1) year contract. The School District reserves the right to extend the original contract award on an annual basis for up to four (4) renewal periods. All proposals to be considered must meet or exceed all specifications herein.

All questions shall be referred to the Purchasing Office at phone: (586) 723-2150 or emailed to: purchasing@cvs.k12.mi.us. Questions shall be submitted in writing no later than **March 2, 2020**.

All bids must be submitted using the attached pricing form and signed by the Bidder in a sealed envelope. All required affidavits must be included in the sealed envelope. Two (2) signed copies of the bid form shall be addressed to the attention of:

Chippewa Valley Schools  
Administration Building  
ATTN: Ms. Laura Harrington, Purchasing Supervisor  
19120 Cass Avenue  
Clinton Township, MI 48038

SEALED BID “BLEACHER INSPECTIONS, MAINTENANCE AND REPAIR SERVICES ITB 8.2021”

”

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **IA. PURPOSE**

The Board of Education of Chippewa Valley Schools, located at 19120 Cass Avenue, Clinton Township, MI 48038 will be accepting bids for BLEACHER INSPECTIONS, MAINTENANCE AND REPAIR SERVICES in accordance with the enclosed specifications. All Invitations to Bid will bind vendors to the conditions and requirements set forth in the following instructions and conditions, and such instructions and conditions shall form an integral part of each contract awarded by Chippewa Valley Schools.

Chippewa Valley Schools intends to establish a term contract with one or more licensed contractor(s) to provide pricing for bleacher inspections every 24 months, along with time and material repair “as needed” services for these bleachers. Note that all bleachers have been regularly maintained as generally described in these specifications. Chippewa Valley Schools intends for this proposal to result in a partnership with a Contractor. District reserves the right to purchase these services from other sources, at any time, without penalty. Multiple awards may be made to ensure adequate coverage and provision of expertise.

The Contractor shall assume all responsibility to inspect the equipment with the intent to repair or replace any and all materials prior to failure. The Contractor(s) shall furnish all labor, tools, materials and equipment necessary to repair or replace any of the equipment, including any components as required to maintain equipment in safe condition at all times. This contract shall also include the furnishing of all oils, greases and cleaning materials used and necessary to maintain the equipment herein described. Services will be performed during normal business hours, on a five-days a week basis.

### **1B. BID TIMELINE (This timeline may be subject to change by District without penalty)**

March 2, 2020 4:00 pm EST	Bidder Clarification Requests Deadline
March 10, 2020 2:00 pm	Bid Opening, 19120 Cass Avenue, Clinton Twp, MI 48038
April 2020	Bid is awarded by the Board of Education
July 1, 2020	Contract Begins

Proposals will be accepted until **March 10, 2020 at 2:00 p.m., local time.** The Board will not accept a proposal received after the date and time mentioned above or sent via e-mail or fax.

### **IC. QUALIFICATION OF BIDDER**

The Bidder shall possess the necessary equipment and provide an adequate number of experienced bleacher repair technicians to fulfill the requirements of this ITB. Bidder shall have been in this business full time for a minimum of 5 years.

The School District reserves the right to request qualification information from any Bidder before issuing documents, receiving bids or awarding a contract. The School District may, at its sole discretion, accept or reject Bidders as qualified. The right to waive any informalities in qualification materials is reserved by the School District. The Bidder, in submitting his/her bid, agrees to accept the decision of the School District as final.

The Bidder shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

Iran Linked Business disclosure in compliance with Public Act 517 of 2012 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement that their business is NOT an Iran Linked Business. The School Safety Initiative Affidavit must also be signed and attached to the bid proposal.

Bidder’s proposal shall be made without any previous understanding or agreement with any other person, firm or corporation submitting a proposal for the same purpose, and in all respects is fair and without collusion or fraud.

Therefore, all responses submitted must be conclusive in whole and in part as outlined in this proposal document.

No member of Chippewa Valley Schools Board of Education, or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.

The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the Bidder can furnish the item(s) in complete compliance with the specifications.

## **ID. DISCREPANCIES, OMISSIONS OR INTERPRETATIONS**

Bidders are encouraged to arrange site visits by contacting Mr. Kenneth Hauer, Maintenance Supervisor, phone: (586) 723-2155. Submission of a bid signified that the bidder has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid to the Contractor due to their failure to be so informed.

Bidders requesting clarification or interpretation of the bid documents shall make a written request to the District to reach her at least seven (7) calendar days prior to the date for receipt of bids for transmittal to the District. Direct all questions to the Purchasing Department:

Laura Harrington, Purchasing Supervisor  
19120 Cass Avenue, Clinton Twp, MI 48038  
Phone: (586) 723-2150, Fax: (586) 723-2128  
purchasing@cvs.k12.mi.us

Any interpretation, correction, or change of the contract documents will be made by written addendum by the District and issued by the District. Interpretations, corrections, or changes of the document made in any other manner will not be binding. Addenda will be mailed or delivered to all who are known by the District to have received contract documents.

It should be understood that specifying a brand name, component and/or equipment in these specifications shall not relieve the Bidder from full responsibility in accordance with the performance warranty and contractual requirements. The Bidder is responsible for notifying the District of any inappropriate brand name, component, and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration. All materials and/or services furnished under this bid shall be warranted by the Bidder to be free from defects and fit for the intended use.

If any provisions of this ITB shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Any agreement entered into with the Bidder shall not be construed as granting "any exclusive rights thereunder". The District retains the right to contract with other parties (or utilize internal employees) for such services as it deems necessary.

Proposals must meet or exceed all specifications herein. No alterations, erasure or addition is to be made on the original typewritten matter. Any and all deviations from specifications must be clearly detailed on a separate addendum sheet provided by the vendor; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful vendor will be held responsible thereof.

Addenda issued during the time of bidding shall become part of the contract documents and receipt thereof shall be acknowledged on the bid proposal. Each Bidder shall ascertain prior to submitting their bid that they have received all addenda issued. Addenda will be emailed or delivered to all who are known by the District to have a set of contract documents.

## **IE. BID AWARD AND PAYMENT**

Chippewa Valley Schools reserves the right to award the entire bid to one company, split the award to two companies, more than two companies, or not award at all. The School District is not required to award to the

low Bidder. The Board of Education reserves the right to accept or reject any or all bids; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder.

All Contractor invoices and packing/delivery tickets must include the purchase order number issued by the District. Fuel surcharges shall not be accepted for any reason at any time during the contract. Contractor shall not invoice District for any services or purchases made without prior District approval.

Payment will be made either on a per-job, or a consolidated quarterly basis from Contractor's invoice. Payment shall be issued 30 days after receipt of invoice, upon inspection, acceptance and approval of Chippewa Valley Schools. District reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected. It is the District's intent that all possible costs are included in Bidder's proposal. It is the Bidder's responsibility to furnish information with their bid regarding any additional costs not covered herein. Any costs not included herein may not be considered allowable costs under this contract. Should any invoice contain work not yet accepted, District will deduct that amount from the invoice and pay the remainder. A sales tax exemption certificate will be furnished upon request.

Material costs are subject to verification by the District, and all materials shall be FOB destination, COD not accepted. Holiday labor rates go in effect only on nationally recognized holidays.

Cost of scheduled inspections shall be included in Bid Pricing Form as total lump sum cost per building. Additional labor or mileage charges shall not be invoiced to the District for inspections or repairs. Routine repair costs shall be submitted to District for prior approval and shall include all costs, including mileage and labor. The technician's hourly labor rate for on call and emergency services only, however, can include the actual travel time between Vendor's nearest business address and the job-site, to a maximum of one hour (30 minutes each way) per day. No additional charge will be allowed for mileage.

## **SECTION II: BID AND CONTRACT REQUIREMENTS**

### **IIA. SAFETY REQUIREMENTS**

**PROTECTION OF WORK & PROPERTY:** The Contractor shall take necessary precautions for the safety of employees performing the work, and shall comply with all applicable provisions of OSHA, MIOSHA, 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.

The District does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Maintenance Department.

**INSURANCE:** Contractor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverage in the minimum amounts indicated for the entire duration of the contract. The below requirements should not be interpreted to limit the liability of the Contractor under this contract. This coverage shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Chippewa Valley Schools. Certificates of such insurance shall be filed with Chippewa Valley Schools within ten (10) days after a contract is signed by both parties and prior to any work commencing.

A. Commercial General Liability Insurance: on an "Occurrence Basis." General liability not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and products completed.

B. Workers' Compensation covering Contractor's statutory obligations in the State of Michigan and Employers' Liability insurance with limits of liability of \$1,000,000 per accident.

C. Automotive Liability insurance with the limits of \$1,000,000 per accident covering Contractor's owned, non-owned, and hired automobiles, as well as Michigan Property Protection Insurance as required by statute. This limit may be attained by a combination of an underlying policy with an umbrella or excess liability policy.

Chippewa Valley Schools shall be named as "Additional Insured". The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written 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, Chippewa Valley Schools may, at its option, terminate and cancel the contract."

It is the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**PERMITS:** Contractor shall obtain, provide and coordinate all necessary permits, which includes fees, inspections and city, county, state, federal and governing authority approvals required for the successful completion of the work associated with this contract. The cost of such permits to be included required certificates of inspection and approvals will be delivered to the District's Maintenance Department for payment.

If any work is done contrary to such laws, ordinance rules and regulations without such notice, Contractor shall bear all costs arising there from.

**MATERIAL SAFETY DATA SHEETS (MSDS):** Bidders are advised that MSDS must be provided for every applicable product intended for use within Chippewa Valley Schools. Submit the MSDS to Maintenance Department, 42278 Romeo Plank Road, Clinton Township, MI 48038.

**MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIALS:** It is the Contractor's responsibility to comply with the Michigan Right to Know/Hazardous Material Law. All cleaning material containers must be properly labeled.

**ASBESTOS-FREE PRODUCT INSTALLATION:** It is hereby understood and agreed that no products/materials contain asbestos, including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced onto school property by the Contractor or his employees, agents, subcontractors, or other individuals or entities over who the Contractor has control.

**SMOKING/ALCOHOL ON SCHOOL PREMISES:** Smoking or the use of tobacco products or alcohol shall not be permitted on school property at any time.

**GENERAL INDEMNIFICATION:** Contractor shall defend, indemnify and hold Chippewa Valley Schools harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney fees and actual expert witness fees, arising out of or in connection with Contractor's Performance under this Agreement, from the negligence of Contractor, its employees, contractors, representatives and/or agents and from Contractor's violation of any terms of this Agreement.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

## **IIB. CONTRACTOR PERFORMANCE**

Contractor shall provide inspection and testing, maintenance and repair services in accordance with the manufacturer's recommended procedure, and State required Safety Tests to bring and maintain bleachers into complete compliance with all State of Michigan code requirements. Contractor shall provide all maintenance and repair services as required to keep the bleachers in a safe and operable condition at all times.

Contractor's response time will be within five (5) business days of notification and within two (2) days in the case of emergencies. Emergency work shall be continued until completion. Contractor shall first coordinate with the Chippewa Valley Schools' Maintenance Department for all work that may impact the safety or work environment of any in-use bleachers.

The Contractor shall furnish all equipment and material needed for the service, and it shall be commercial quality from a regular product line. Prototype, obsolete, used and/or residential quality/grade equipment shall not be specified or installed on any bleachers. The District will not store or inventory parts for the Contractor.

**SUPERVISION:** The Contractor shall provide supervision for the purpose of quality control and the supervision of employees maintaining the bleachers. The bleachers shall be inspected once per 24 months by the Contractor's supervisor to insure performance at maximum contract specifications.

**CALL BACK SERVICE:** Upon notice from Chippewa Valley Schools' Maintenance Department, the Contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one week period from the date of acceptance by the Chippewa Valley Schools' Maintenance Department. Call back service for previous repairs or maintenance will be on a twenty-four hour, five days a week basis at no additional cost to Chippewa Valley Schools' Maintenance Department and response time will be within forty-eight hours for call back non-emergencies.

**STANDARD OF PERFORMANCE:** Contractor guarantees the performance of the commodities, goods and services rendered herein in accordance with the accepted standards of the industry concerned herein, except that if this specifications call for higher standards, then such higher standards shall be provided. Contractor must conform to all Federal, State and Local laws, codes and governmental regulations, as amended.

**II.C. REQUIRED REPORTS**

Contractor shall provide written reports concerning District bleachers in gymnasiums, pool and stadiums at all District sites. Reports will include all maintenance and repair recommendations and to ensure the safe operation of the bleachers. Reports shall include photographs. Reports shall be completed every 2 years. Report will include quotes for all items needed for all maintenance and repair work. Reports shall be sent directly to the attention of Ken Hauer, Maintenance Supervisor, at fax (586) 723-2251, or mailed to his attention at 42278 Romeo Plank Road, Clinton Township, MI 48038.

**II.D. MATERIALS USED FOR INSPECTIONS AND TESTS**

The cost of all materials used for inspections and tests shall be included in pricing as shown on the Bid Pricing Sheet. The District shall not pay for any materials, parts, tools or equipment required in inspections and testing services.

**II.E. MATERIALS, PARTS AND EQUIPMENT FOR REPAIRS AND REPLACEMENT**

The cost of all non-consumable materials, parts and equipment used in repair or replacement work shall be billed to the District, using the previously agreed upon mark-up % pricing shown on the Bid Pricing Sheet.

All invoices must have District's prior written authorization before repairs are performed, except as agreed upon in an emergency situation. The District reserves all rights to cancel or change this pre-authorization at any time.

**Single, Large Projects:** The District reserves the right to separately quote or bid any repair service, whether included or outside the scope of this bid; whether through size, complexity, or dollar value.

**II.F. CONTRACT PERIOD AND TERMINATION**

Bidder will be required to enter into a signed contract with the District for the bid category in which Bidder is being recommended. A sample contract is included in this ITB for Bidder's prior review.

District intends to issue one-year contract awards to one or more Contractors. Upon the mutual agreement of each Contractor and District, the awards may be extended, one year at a time, maximum of 4 possible extensions. Extensions may occur for none, one, some or all Contractors. This may result in a maximum of a five years contract. The Contractor hereby agrees and understands that the contract resulting from this ITB shall not be transferred, assigned or sublet without prior written consent of the District. If District so agrees in writing, all the terms, conditions and pricing shall remain in effect with any newly assigned company.

Contractor may request a labor price adjustment at each renewal period, not to exceed the maximum indicated on the pricing form. Labor price adjustments are subject to District's approval. Price adjustments must be supported by evidence of increased price to the Employment Cost Index for this region as published by the Bureau of Labor Statistics (BLS).

Price adjustments for a federally mandated increase in the minimum wage will be allowed at any time. However, a federally mandated change in the minimum wage will not drive all other wage rates up.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

The District reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the District. This suspension will be without compensation to the Contractor, other than to adjust the contract completion / delivery requirements.

Chippewa Valley Schools reserves the right to cancel the contract for convenience with 30 days written notice. Chippewa Valley Schools reserves the right to terminate this contract, in whole or in part, immediately for due cause.

**DUE CAUSE:** District may at any time upon written notice to the Contractor, terminate this contract for due cause for the following reasons, but not limited to the below reasons:

1. Failure to provide insurance, in the exact amounts and within the time specified.
2. Failure to perform the services within the time specified.
3. Unauthorized substitution of materials.
4. Failure to obtain prior written authorization from the District for repair services.
5. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
6. Failure to perform in compliance with any provision of the contract.
7. Failure to perform in accordance with the accepted standards of the industry.

## **II.G. CONTRACTOR RESPONSIBILITIES**

Contractor shall furnish all labor, equipment, parts and supplies necessary to inspect, maintain and repair bleachers. Contractor shall provide a dedicated customer service representative knowledgeable to handle our account.

Repair Work Requirements (include but not limited to):

1. Check, repair and align all vertical and horizontal bracing, posts, risers, seats, etc.
2. Tighten and/or replace all bolts that are loose.
3. Clean debris from all wheels and tracks.
4. Lubricate all moving parts.
5. If motorized, check and repair all motors, bearings, chains and lubricate same.
6. Tighten and / or replace all bolts and nuts that are loose.
7. Remove debris from all wheel and tracks.
8. Lubricate all moving parts.

Inspection Work Requirements (include but not limited to):

1. Physical on-site inspection.
2. Check all vertical and horizontal bracing, posts, risers, seats, etc for proper alignment and excessive wear.
3. If motorized, check all motors, bearings and chains for proper adjustment and excessive wear.
4. Prepare and present to the CVS Maintenance Department a written inspection report for each location indicating the condition of the bleachers and indicating repairs to be made, with costs associated with the proposed repairs.

## **III. EXCLUDED WORK**

The following type of work is excluded from this contract:

1. Purchase of new bleachers.



**SECTION III: BID PROPOSAL FORM ITB 6.1516**

A. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ ext \_\_\_\_\_ Contact Email: \_\_\_\_\_

B. Business Structure: Corporation ( ) Partnership ( ) Sole Proprietor ( )

C. Number of years engaged in bleacher maintenance on full time basis: \_\_\_\_\_

D. Largest single contract this company has held \$ \_\_\_\_\_ With whom? \_\_\_\_\_

E. Annual gross sales for last three (3) years: 2019 \_\_\_\_\_ 2018 \_\_\_\_\_ 2017 \_\_\_\_\_

F. Deviations from specifications? \_\_\_\_\_ Yes \_\_\_\_\_ No (Provide documentation to explain any deviations)

G. How many service technicians are employed with your company? \_\_\_\_\_

H. State Licensed Firm? \_\_\_\_\_ Yes \_\_\_\_\_ No

I. Acknowledgement of Addenda #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_  
Date Date Date

J. Geographical area of operations for your firm: \_\_\_\_\_

K. Nearest Service Location to our District: \_\_\_\_\_

L. What is your Response Time to a Site for Routine Repairs? \_\_\_\_\_

M. Company Name of Any Subcontractor to be used in this Contract: \_\_\_\_\_

List Work that Subcontractor will be performing: \_\_\_\_\_

N. Provide business name, contact and telephone numbers of three (3) customers that have purchased services similar to this Invitation to Bid from your company in the past year, preferably school districts.

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

O. Indicate Number of Service Personnel Assigned to this Contract and indicate their Job Description:

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

P. Indicate Service Personnel's Qualifications and Length of Service:

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

Q. Indicate Number and Names of Supervisory Personnel assigned to supervise the field technicians and control quality of maintenance and service:

---

---

---

R. List Bleacher manufacturers that your Technicians have experiencing Repairing:

---

---

---

S. Describe availability of manpower and action to be taken in the event of a work stoppage:

---

---

---

T. Describe your guarantee and/or warranty:

---

---

*Bidder Authorization*

The undersigned certifies that the proposal submitted meets or exceeds all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the Bidder are true and accurate.

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Legal Name of the Firm

\_\_\_\_\_  
Print Name of Bidder & Title

\_\_\_\_\_  
Date

**SECTION IV: BID PRICING FORM ITB 8.2021**

SCHOOL BUILDING & ADDRESS	BLEACHERS (SITE VISITS REQUIRED)	PRICING FOR INSPECTIONS LUMP SUM PER BUILDING
Chippewa Valley High School 18300 Nineteen Mile Road Clinton Township, MI 48038	<ol style="list-style-type: none"> <li>1. Main Gym-Interkal VOS seating, telescoping type vinyl on steel seat/skirt modules, seats 1752 people</li> <li>2. Aux Gym-Hussey, telescoping type polyethylene contoured seat/skirt modules, seats 611 people</li> <li>3. Football stadium-Home and Visitors side- Aluminum Planks, Aluminum &amp; steel frame.</li> <li>4. All baseball diamonds</li> </ol>	\$
Dakota High School 21051 Twenty-One Mile Road Macomb, MI 48044	<ol style="list-style-type: none"> <li>1. Main Gym-Folding Bleacher Co, telescoping type polyethylene contoured seat/skirt modules, seats 1800 people</li> <li>2. Aux Gym-Interkal, telescoping type plastic seat/skirt modules, seats 433 people</li> <li>3. Football stadium-Home (25 rows, 270ft) and Visitors side (10 rows, 186ft)-Aluminum Planks, Aluminum &amp; steel frame.</li> <li>4. All baseball diamonds</li> <li>5. Pool-Folding Bleacher Co, telescoping type polyethylene contoured seat/skirt modules, seats 255</li> </ol>	\$
Chippewa Valley 9 <sup>th</sup> Grade Center 42755 Romeo Plank Road Clinton Twp, MI 48038	<ol style="list-style-type: none"> <li>1. Main Gym- Interkal seating, telescoping type plastic seat/skirt panels, telescoping type balcony bank by Safeway Steel Product, seats 880 people</li> </ol>	\$
Dakota 9 <sup>th</sup> Grade Center 21055 Twenty-One Mile Road Macomb MI 48044	<ol style="list-style-type: none"> <li>1. Main Gym-Interkal, 5 sections / 17 rows</li> </ol>	\$
Algonquin Middle School 19150 Briarwood Lane Clinton Twp, MI 48036	<ol style="list-style-type: none"> <li>1. Main Gym-Interkal, telescoping type plastic seat/skirt modules, seats 563 people</li> <li>2. Football stadium-Home and Visitors sides</li> </ol>	\$
Iroquois Middle School 48301 Romeo Plank Road Macomb MI 48044	<ol style="list-style-type: none"> <li>1. Main Gym-Interkal seating, telescoping type vinyl on steel seat/skirt panels, seats 477 people</li> <li>2. Football stadium-Home and Visitors sides</li> </ol>	\$
Seneca Middle School 47200 Heydenreich Macomb MI 48044	<ol style="list-style-type: none"> <li>1. Main Gym-Irwin, 5 sections / 13 rows</li> <li>2. Football stadium-Home and Visitors sides</li> </ol>	\$
Wyandot Middle School 39490 Garfield Clinton Twp, MI 48038	<ol style="list-style-type: none"> <li>1. Main Gym-VOS seating, telescoping type vinyl on steel seat/skirt panels, seats 504 people</li> <li>2. Football stadium-Home and Visitors sides</li> </ol>	\$
Clinton Valley Elementary 1260 Mulberry Mount Clemens, MI 48043	<ol style="list-style-type: none"> <li>1. Main Gym- Interkal VOS seating, telescoping type vinyl on steel seat/skirt panels, seats 492 people</li> </ol>	\$
<b>GRAND TOTAL COSTS</b>		\$

**RATES FOR ON CALL AND EMERGENCY REPAIR SERVICE:**

Bidder must indicate their hourly labor charges for On Call and Emergency repair services requested by the District. Bidder shall provide the costs at a time and material basis pricing structure. The On Call and Emergency work shall involve repairs above and beyond the inspection recommendations. Charges shall include all labor and equipment necessary, and no additional charges will be accepted for any reason.

- A. Technician’s Labor Billing Charges:**
- Regular Hours for Scheduled Repairs:** \$ \_\_\_\_\_
- Overtime Hours for Scheduled Repairs:** \$ \_\_\_\_\_
- Regular Hours for Emergency Repairs:** \$ \_\_\_\_\_
- Overtime Hours for Emergency Repairs:** \$ \_\_\_\_\_

Indicate your Billing Structure for Portions of an Hour: \_\_\_\_\_

Indicate any required Minimum number of hours or Technicians: \_\_\_\_\_

**Regular Time:** Start and End Times: \_\_\_\_\_ Days of the Week: \_\_\_\_\_

**Overtime:** Start and End Times: \_\_\_\_\_ Days of the Week: \_\_\_\_\_

**B. Percentage (%) Manufacturer’s Published Price List for Parts: \_\_\_\_\_%**

**INCENTIVES**

District strongly encourages all bidders to make available promotions, rebates and special pricing to the District. Bidder shall detail any and all financial incentives being offered to the District as part of this Bid:

Payment Discount: Offered when District pays invoices within a specified period of time: \_\_\_\_\_

Volume Incentive Rebate—Awarded Bidder will distribute rebate dollars to the District based on the District’s total annual cumulative dollar sales. Rebate will be paid out within 15 business days after June 30, 2015: \_\_\_\_\_

Other(s): \_\_\_\_\_

**AFFIDAVIT OF BIDDER #1**

**IRAN LINKED BUSINESS**

All Bidders shall complete this Iran Linked Business Disclosure form in compliance with Public Act 517 of 2012 and attach this information to the Bid Proposal Form.

On December 28, 2012, Governor Snyder signed Public Act 517 of 2012 (“Iran Economic Sanctions Act”). An “Iran Linked Business” is not eligible to submit a bid on a Request for Proposal with a public entity, including state agencies, school districts, community colleges, intermediate school districts, cities, villages, townships, counties, and public authorities.

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 undersigned, the Owner or authorized officer of \_\_\_\_\_ (the “Bidder”), pursuant to the Iran Linked Business requirement provided in the \_\_\_\_\_ (the “School District”) advertisement for bids, hereby represent and warrant that their business is NOT an “Iran Linked Business” as defined in Public Act 517 of 2012.

BIDDER:

\_\_\_\_\_

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

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

STATE OF MICHIGAN            )

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

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

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

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

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

**AFFIDAVIT OF BIDDER #2**

**FAMILIAL DISCLOSURE**

All bidders shall complete the following familial disclosure form in compliance with MCL 380.1267 and attach this information to the bid.

The undersigned, the District or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to the familial disclosure requirement provided in the \_\_\_\_\_ (the "School District") advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the District(s) or any employee of \_\_\_\_\_ and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

\_\_\_\_\_

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

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

STATE OF MICHIGAN            )

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

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

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

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

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

**AFFIDAVIT OF BIDDER #3**

**COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), certifies to Chippewa Valley Schools (the "School District"), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, have been fingerprinted, have provided criminal background checks from the State Police and FBI and have not been convicted of any "listed offenses".<sup>1</sup>

Additionally, the Bidder warrants and represents to the School District that he/she shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 280.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code<sup>2</sup> or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

**BIDDER:**

\_\_\_\_\_

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

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

STATE OF MICHIGAN

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

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
<sup>1</sup>The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

<sup>2</sup>MCL 380.1535a(1).

CONTRACT ACKNOWLEDGMENT  
**BLEACHER INSPECTIONS, MAINTENANCE AND REPAIR SERVICES**  
**ITB 8.2021**

**CONTRACT PERIOD:** July 1, 2020 through June 30, 2021, with the option of four (4) annual contract extensions upon mutual written agreement.

**SECTION I.** Conditioned upon Vendor being awarded by the Chippewa Valley School Board of Education, or award being made administratively, the bid requirements set out in ITB 8.2021, and upon order of the Township of Clinton, Michigan, Vendor does hereby agree to provide above services to Chippewa Valley Schools in accordance with the terms of Vendor'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 Vendor. Execution of said Resolution shall evidence Chippewa Valley Schools' acceptance of this contract.

**SECTION II.** Chippewa Valley Schools agrees to pay Vendor at the prices listed in the Bid Proposal within 30 days and Specifications with payment being subject to any discount terms stated upon the Bid Page and Specifications, and subject to any payment terms contained elsewhere within this contract and its attachments.

**SECTION III.** Vendor agrees to maintain the following minimum insurance limits as indicated in ITB document: commercial general liability of \$1,000,000 each occurrence, \$2,000,000 general aggregate and products completed. Automobile coverage of \$1,000,000 per accident. Workers' compensation as required by the State of Michigan and Employers' Liability insurance with limits of liability of \$1,000,000 per accident. Chippewa Valley Schools shall be listed as additional insured on these policies.

**SECTION VI.** Vendor shall 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. This section includes, but is not limited to, School Safety Legislation and Affordable Health Care. Vendor also confirms that participation in this agreement is not the result of collusion or any act of fraud. Vendor 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 ITB, any issued addendums, and Vendor'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 Vendor, 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 made and is to be performed in Clinton Township, Michigan.

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

Vendor : _____	School District: <u>Chippewa Valley Schools</u>
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____
Date _____	Date _____