

# **CHIPPEWA VALLEY SCHOOLS**

## **INVITATION TO BID**

### **Fence Installation, Replacement, and Repair Services ITB No. 6.2021**

Bid Issue Date: February 14, 2020

Bid Opening: March 3, 2020 at 2:00 p.m.

Tentative Bid Award: April 2020

Contract Start Date: July 1, 2020

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

1. **PURPOSE:** The Intent of this Invitation to Bid is to establish a Service Contract with one (1) or more qualified vendor(s) for all labor and equipment required to perform Fence Services for Chippewa Valley Schools, herein referred to as District, in accordance with the specifications, terms and conditions stated herein.

2. **BACKGROUND:** Chippewa Valley Schools is in Macomb County, in the Metro-Detroit area. The District currently has one preschool, 12 elementary schools, 4 middle schools, 2 high schools, 2 ninth grade center schools, one alternative school and one International Academy specialty school in addition to Central Administration and Maintenance Buildings.

3. **CONTRACT PERIOD:**

The period of this contract shall be from **July 1, 2020 through June 30, 2021**. Bidders submitting bids for less than the contract period specified may not be accepted. By mutual agreement of the Awarded Vendor and District, this contract may be renewed on an annual basis for a maximum of **four (4) one (1) year periods**. Written notice of District's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

If District elects to exercise the option to renew the contract for additional years on an annual basis, the contract price(s) shall not exceed the Vendor's submitted Pricing Schedule "not to exceed percent" as the maximum increase allowed for any extension period.

4. **IDENTIFICATION OF BID ENVELOPE:**

Bids shall be mailed or hand delivered to the designated location prior to the date and time posted for the bid opening. District will not accept facsimile, electronic, or emailed bids.

5. **BID DISCREPANCIES, OMISSIONS OR INTERPRETATIONS:**

Bidder shall promptly notify the District of any ambiguity, inconsistency, or errors which he/she may discover upon examination of the bid documents. Bidders requesting clarification or interpretation of the bid documents shall make a written request to the District to reach him/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 Supervisor:

Laura Harrington  
Purchasing Supervisor  
Chippewa Valley Schools  
Phone: (586) 723-2150  
Fax: (586) 723-2128  
purchasing@cvs.k12.mi.us

Any interpretation, correction, or change of the bid 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 bidding documents.

6. **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 contract documents and receipt thereof shall be acknowledged on the bid proposal.

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 bid documents are on file for that purpose.

7. **SUBMISSION OF BID**

Bids shall be submitted in accordance with this ITB. Sealed bids clearly labeled "Fence Installation, Replacement, and Repair Services ITB 6.2021" will be received by Chippewa Valley Schools until March 3, 2020 at 2:00 pm EST, at which time all bids will be publicly opened and read. Bidder shall submit duplicate copies of all required Attachments. Proposals are to be delivered to the attention of:

Laura Harrington  
Purchasing Department  
Chippewa Valley Schools  
19120 Cass Avenue  
Clinton Township, MI 48038

The envelope or package, sealed, addressed and identified as follows:

Name of Bidder	Due Date	Due Time
Complete Address	ITB Number	ITB Title

Proposals received after this date and time will not be accepted. Emailed or faxed proposals shall not be accepted for any reason. Proposals will be considered firm for a period of 90 days from the bid opening date until time of bid award.

8. **SOLE BIDDER**: It is the District's intent that this Invitation to Bid permit competition. It shall be the Bidder's responsibility to advise the District in writing if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification shall be received by the District no later than seven (7) days prior to the date set for acceptance of bids.

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

9. **METHOD OF BIDDING**: Bidders are required to bid on the entire bid package. Bidders that do not provide pricing for all requested costs will be disqualified. The rates shall include such items as overhead, profit, insurance, truck mileage, etc. No additional cost of any kind will be allowed during the contract.

**Each bidder shall submit his/her proposal in the following ways:**

1. Per Hour: Bidders shall submit hourly costs for required work. Work includes complete clean up. Costs must include equipment, tools, overhead, profit, administrative costs, insurance,

truck mileage, union pension fund, workman's compensation, unemployment insurance, social security, etc. NO additional cost will be allowed.

2. Cost of Materials – Cost plus basis.
3. ADD ALTERNATE 1: Pricing for possible contract extension period shall not exceed the Vendor's submitted Pricing Schedule "not to exceed percent" as the maximum increase allowed for any extension period.
4. ADD ALTERNATE 2: Extra cost for emergency requested services.

At the time of contract renewal, Contractor's "not to exceed percent" shall be compared with the current change on file for the U.S. Department of Labor's Bureau of Labor Statistics Consumer Price Index for All Consumers (CPI-U) for the Metro Detroit area. The lower percent change between the two indices shall prevail.

10. **UNIT OF MEASURE:** If bid price is based on a different unit of measure than unit of measure specified, Bidder MUST indicate unit of measure bid in the "Exception" field provided. Otherwise, it will be assumed that they have bid per the unit of measure specified and the Bidder will have to honor pricing based on the equivalent unit of measure.
11. **CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTACT:** The following employees of the District are identified to use all powers under the contract to enforce its faithful performance:

**CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or her designee, shall serve as the interpreter of the conditions of the bid and contract and shall use all powers under the bid, resulting contract, and state and federal laws to enforce its faithful performance.

Laura Harrington, Purchasing & Risk Management Supervisor, ph: (586) 723-2150

**TECHNICAL POINT-OF-CONTACT:** The following individual shall work directly with the Awarded Vendor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract. This person shall NOT be contacted during the bidding process.

Kenneth Hauer, Maintenance and Grounds Supervisor, ph: (586) 723-2255.

12. **SCOPE OF WORK**  
It is the intent to establish a Contract for installation, replacement, and/or repair services of fences. The Contractor shall provide installation, replacement, and/or repair services of metal chain/cyclone link fencing, metal gates, metal motorized gates, wooden fencing and plastic/fiberglass fencing of various styles, types and sizes, on an "as needed" basis. The items to be installed, replaced, and/or repaired shall include posts, end posts, gates line rail, fabric and any other items related to fencing work. The Work to be performed under this Contract shall be on a Time and Material basis. The Work shall be performed at various locations within the District (see attached District Map).

The Contractor shall do all the Work and furnish all the management, supervision, labor, components, materials, tools, equipment, and appurtenances necessary for the performance and completion of this Contract, in the manner called for by the terms and conditions set forth herein, at

the prices shown on the Bid Pricing Sheet and to the satisfaction of the District.

Vendor is not required to inventory or inspect fencing. District shall be responsible for these tasks and will notify Vendor whenever Service is requested. District is not planning on expanding fencing where there is no fencing right now.

13. **WORK PROCEDURES**

The District must be able to verbally call in or fax written requests for service. Service shall be performed throughout the year, as needed by the District. Vendor shall take responsibility to correct work errors at no extra cost to District.

All work shall be done during normal business hours, unless other arrangements have been made by the District for emergency service. All work must include a detailed packing slip showing the location(s) of all the work performed with labor calculations.

Each and every service call shall be fully documented on a work ticket as to the work performed. Such documentation shall consist of building, location, hours worked, hour begin and end times, number of technicians and/or helpers, exact nature of service rendered, and any other such pertinent information. This work ticket shall be signed by the appropriate District employee before your workman leaves the job site, and co-signed by your workman in charge at the job site.

14. **CONTRACT REQUIREMENTS**

All workers performing service under any resulting contract shall be licensed as required by Macomb County and the State of Michigan. All work performed shall comply with state, county and local codes. All permits that may be needed shall be the responsibility of the Vendor to obtain.

Bidder's primary business shall be metal fence and gate installation, replacement, and repairs and that the Bidder has been regularly and actively engaged in the fencing contracting business, performing this type of work for a minimum of three years.

All bidders shall be fully outfitted companies, possessing appropriate equipment and vehicles, capable of performing any and all work normally encountered in this type of operation. If requested, a bidder shall be prepared to give full details as to the size and capability of his organization to fulfill the requirements of a potential contract with the District. Award will not be made to a company that the District has determined, in its sole opinion, to not have the capacity to perform in a satisfactory manner.

15. **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.

Awarded Bidder shall not rest, place or move heavy equipment on district athletic fields for any reason at any time.

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.

16. **GENERAL TERMS AND CONDITIONS:**

16.1. AUDIT: The Vendor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by District, whichever is sooner. District and its authorized agents shall have full access to and right to examine any of said material during said period.

16.2. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that District shall be bound hereunder only to the extent of the funds available or which

may hereafter become available for the purpose of this contract.

- 16.3. AWARD OF CONTRACT: Award will be made to the lowest responsive and responsible Bidder(s). District reserves the right to make an award either in whole or in part, whichever is deemed in the best interest of the District. The District reserves the right to reject any or all bids, in whole or in part, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of the District to be in its best interest. District reserves the right to make the sole determination of whether the proposal offered meets the minimum specifications and is acceptable in accordance with the specifications included in this ITB.
- 16.4. EXTRA CHARGES NOT ALLOWED: The bid prices shall be for complete work, ready for District use, and shall include all applicable charges; **extra charges will not be allowed for fuel surcharges, handling, disposal, stop offs, equipment rental or work at multiple locations.**
- 16.5. FAILURE TO DELIVER: Failure to comply with the terms and conditions of this solicitation or to provide services identified in the solicitation and resulting contract at the firm-fixed prices quoted will be considered default of the contract award. Should the Awarded Vendor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Awarded Vendor. The Awarded Vendor shall, in this instance, be responsible for any and all costs incurred by the District to procure such services elsewhere.
- 16.6. METHOD OF PAYMENT: The Awarded Vendor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized District official, upon satisfactory completion of work. Invoices shall list the contract number, contracted costs, and hourly rates in accordance with bid award. All invoices submitted shall include copies of the work tickets.

Payment shall be made after satisfactory performance of the contract in accordance with all the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for Vendor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

- 16.7. NON-COLLUSION AFFIDAVIT/CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: In Accordance with State and Federal requirements, all Bidders shall submit with their bid **Non-Collusion Affidavit.** This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any

intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the bid.

16.8. **WARRANTY:** The Vendor agrees that the services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Vendor gives any customer for such services and that the rights and remedies provided therein are in addition to and do not limit those available to the District by any other clause of this solicitation.

17. **SPECIAL TERMS AND CONDITIONS:**

The following services shall be provided by the Contractor, upon request by the District, during the term of this agreement:

- Fencing
- Gates
- Webbing
- Concrete Footings
- Electric Motors
- Limit Switches
- Recreational Structures (Back Stops, Goals, Cages, Etc.)
- Bollards
- Rollers and accessories

The following specifications are for chain link fencing. In most instances, the Contractor will be required to furnish and install chain link fencing. However, under this agreement, the District reserves the right to require that the Contractor furnishes and installs wooden, plastic, vinyl, or any type of synthetic fencing, regardless of the pattern or design, any type of recreational structure using chain link fencing, and bollards. No damaged or defective material shall be used or brought on site.

**Wire Gauges and Fence Fabric**

Unless otherwise specified or shown, the fabric shall be #9 gauge, 0.148" nominal diameter of wire with two (2) inch woven diamond mesh, knuckled at the top and bottom selvages and shall be smooth on both sides without any barbs or burrs.

All fence fabric shall be steel core with .40 aluminized finish. Fence members shall be standard galvanized pipe.

**Posts, Gate Frames, Rails and Braces for Fencing**

Materials – Posts, gate frames, rails, braces, truss rods, etc. shall be of steel having a carbon content of not less than 0.10 percent. They shall be hot dipped galvanized after fabrication or as specified and the coating shall weigh not less than 2.0 oz. per square foot of actual surface. Reject pipe from the mills will not be accepted.

General Requirements – Posts, gate frames, rails and braces shall conform to the dimensions and weights shown in the tables below.

<b>Standard Pipe Size (in inches)</b>	<b>Outside Diameter (in inches)</b>	<b>Wall Thickness (in inches)</b>	<b>Weight Per Foot Minimum (in pounds)</b>
1 1/4	1.66	.140	2.27
1 1/2	1.90	.145	2.72
2	2.375	.154	3.65
2 1/2	2.875	.203	5.79



3	3.500	.216	7.58
3 ½	4.00	.226	9.11
4	4.500	.237	10.79
<b>Square Sizes (in inches)</b>			
2 ½	n/a	.1875	5.70
3	n/a	.25	9.10

#### Schedule of Fence Members

All members shall be in accordance with the following:

#### HEIGHT OF FENCE

Use	3' – 4'	4'1" – 6'	6'1" – 12'
Line Posts	1 ½"	2"	2"
Top & Bottom Rail	1 2/4"	1 ¼"	1 ¼"
Terminal, Corner & Pull Posts	2"	2 ½"	2 ½"
Mid-Rail	None	None	1 ¼"
Bracing @ Terminal & Gate Posts	None	1 each 1 ¼" complete Rail and 1 each 3/8" dia. (minimum) rod & turnbuckle	2 each 3/8" dia. (minimum) rod & turnbuckle
<b>Gate Posts:</b>			
Gate width 6' or less	2 ½"	2 ½"	3"
Gate width 6'1" to 12'	3"	3"	3 ½"

All members shown above shall be in accordance with the tabulated sizes as specified above.

The term "corner post" refers to a post occurring at any deflection angle of the fence in excess of 10 degrees. "Pull posts" are to be used to facilitate stretching in long runs of fence and abrupt change of grade. Pull posts shall be placed no further than five hundred (500) feet in any straight run of fence.

#### Posts

All line posts shall be spaced equidistant apart and at no time shall the spacing between the posts exceed ten (10) feet. They shall be used only in straight runs between gate, corner, pull and terminal posts.

Posts shall be of the lengths specified and shall be round. Welding of posts for the primary purpose of extending the length will not be permitted except in the construction of backstops.

Suitable self-locking bands shall be provided in sufficient quantity for attaching the fabric securely to all line posts at intervals not exceeding fifteen (15) inches.

Tie wire will not be permitted for fastening the fabric to the posts.

#### Gates and Gate Framing

Gates: Openings six (6) feet or less shall be single leaf of the sizes shown on the drawings, complete with latches, stops, keepers, hinges, fabric and lock with two (2) keys. Openings greater than six (6) feet shall be double leaf and be complete as specified above.

Fabric: Shall be #9 gauge and shall be attached securely to the gate frame with stretcher bars for the full height of the gate at both sides of the frame. Tension bands and tie wires shall be installed in accordance with these specifications.

Hinges: Shall be of adequate strength for the gate and shall be of the offset type permitting a full 180 degree swing. The hinges shall not twist or turn under the action of the gate.

Latches & Keepers: Shall be provided for all gates. Latches shall be of a steel gravity type latch which will automatically engage the pin welded in the gate frame and must be equipped with

provisions for a padlock. Keepers shall consist of a substantial mechanical device for securing and supporting the free end of the gate when in the full-open position and shall be sued of all permanent gate settings.

Gate Frames: Shall be constructed of round or square members and for gate leaves more than eight (8) feet wide shall, if specified, have intermediate members and/or diagonal truss rods as necessary to provide rigid construction of ample strength and free from sag or twist. All joints between members shall be mitered on 45 degree and welded. All welds shall be ground smooth and properly treated with zinc oxide before installation. Truss rods shall be not less than 3/8" in diameter.

Stops: Shall consist of a flush plate with anchor arranged to be set in concrete and to engage the plunger of the latch. Stops shall be used on all permanent gate settings.

#### Rails

Welding of rails (field or shop) for the primary purpose of extending the length will not be permitted.

Top Rails: shall be in lengths not less than eighteen (18) feet and shall be fitted with outside expansion sleeves for connecting the lengths into a continuous run. The sleeves shall be not less than six (6) inches long and shall provide a substantial connection and shall allow for expansion and contraction of the rail. Suitable double wrapped tie wires twisted at least three (3) turns or self-locking bands shall be provided in sufficient quantity for attaching the fabric securely to the top rail at intervals not exceeding one (1) foot. Top rails shall be securely fastened to the terminal posts using rail ends and brace bands.

Middle and Bottom Rails: shall be continuous from post to post with sufficient attachments on the posts for anchoring the rails. Double wrapped tie wires twisted at least three (3) turns or self-locking bands shall be provided for attaching the fabric securely to the rails at intervals not exceeding one (1) foot. Rails shall be securely fastened to the line posts by double rail ends and gate, pull corner and terminal posts by brace bands and rail ends.

#### Braces

Installation without mid-rail—all terminal, gate, pull and corner posts shall be braced with compression rails fastened to posts with rail and caps and tension bands. Terminal posts shall be truss-braced from the first line post to bottom of terminal with 3/8" minimum diameter rod and turnbuckle. Corner posts shall be braced as above, in each direction. Gate posts shall be similarly braced except the rod shall be fastened at the base of the line post and extend up to the upper rail of the gate post.

#### Miscellaneous Accessories for Fencing

##### Materials:

Post tops, rail clamps and fittings shall be malleable iron, forged or pressed steel.

All fittings, tension bands, bars, braces, etc. shall be hot dipped galvanized after fabrication. Coating shall weigh not less than 2 oz. per square foot of actual surface.

##### Post Tops:

All line post tops shall fit snugly on the posts. All post tops shall be made so as to exclude moisture from all posts. Terminal posts and corners shall have tops spot welded in no less than three (3) places for each top. All welds shall be ground smooth, properly treated and given two (2) coats of exterior metal aluminum paint (Rustoleum or approved equal).

All post tops on terminal posts and gates shall be round or oval on top. Under no circumstances shall pointed post tops be used unless specifically authorized in writing by the District.

##### Stretcher Bars, Tension and Brace Bands

Stretcher bars shall be high carbon steel not less than 3/16 x 3/4 inch in cross section or equivalent cross-sectional area and shall be of lengths equal to the full height of the fabric with which they are to be used.

One (1) stretcher bar shall be provided for each gate, terminal and end post and two (2) for each corner post and pull post.

Tension bands and brace bands shall be beveled edge type fastened with carriage bolts, made up with the nuts on the inside of the fence. All bolts must be peened.

Tension and brace bands shall not exceed fourteen (14) inches on all terminal, gate, pull and corner posts, and gate frames.

Fabric Ties:

Shall be 12 gauge or aluminum bands of adequate strength. Spacing shall be as previously specified. Tie wires shall be double wrapped and twisted at least three (3) turns. Aluminum bands shall be self-locking.

Fence Erection:

All posts shall be set plumb and true in sleeves or directly in the footing (Contractor's option). If set in sleeves, grout with a 1:3 cement grout. Fence on stroking walls shall be set in concrete without the option of grouting.

The fabric must present a smooth uniform appearance with the bottom edge no more than one-half (1/2) inch above the adjacent surface.

Line Posts:

Line posts shall be set in twenty-five hundred pound (2,500 lb.) concrete footing, eight (8) inch minimum diameter at the top by thirty-six (36) inches deep.

Posts shall be set a minimum of thirty-two (32) inches into the concrete footing. Tops of the footing shall be sloped and flush with grade on all lines where a mowing table is not installed.

Terminal, Corner, Pull and Gate Posts:

Footings shall be the same as described for the line posts with the exception that the minimum diameter at the top of the concrete footing shall be twelve (12) inches, the depth of the concrete footing shall be forty (40) inches, and the posts shall be set a minimum of thirty-six (36) inches into the concrete footing.

18. **DEMOLITION AND DEBRIS REMOVAL.** The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by District representative, shall remove such debris and materials from District property. The Contractor shall leave all affected areas as they were prior to beginning work.
19. **UTILITIES.** The Contractor must provide all electric power (generators) required at the job site.
20. **POTENTIALLY HAZARDOUS MATERIALS.** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted prior to any work being performed.
21. **REASONABLE NOTICE:** It is required that the Contractor be available to meet with the Maintenance Supervisor or his representative(s) at the job site within 72 hours of being notified of a proposed project, to discuss the project. The Maintenance Supervisor or his representative(s) shall determine the extent of the repair work. Time of completion for such Project(s) will be determined at the job site with the approval of the Maintenance Supervisor. The Contractor shall complete such Project(s) within the time period specified unless a time extension has been approved by the

Maintenance Supervisor.

22. **PROJECT COST ESTIMATES:** The Contractor shall submit, to the Maintenance Supervisor, a proposal for the Work on a Time and Materials basis. The Contractor shall, within five working days following the meeting at the job site, provide the Maintenance Supervisor or his representative with a written cost estimate and work schedule, including the starting and completion date. **All cost estimates prepared by the Contractor at the District's request shall be at no cost to the District.** The Contractor agrees that these estimated costs will be the maximum project cost if accepted by the District. The Contractor agrees that the District shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the written cost estimates.

All written cost estimates shall be prepared and submitted. The costs and types of all labor, material, and equipment to be used on a project shall be detailed. The District shall pay for only those items itemized on the estimate, which were accepted and approved by the District.

23. **RIGHT TO QUOTE:** The District reserves the right to advertise for quotes any proposed project(s), which would be performed under this Contract, whose estimate exceeds that which the District feels is reasonable. The District also reserves the right to advertise any project whose estimate exceeds 20% of the total value of this Contract.

24. **PROJECT NOTICE TO PROCEED:** The Contractor shall not begin Work, on any project under this Contract, until such time as a verbal approval has been issued by the Maintenance Supervisor. A verbal approval will be given for each project, followed by a written confirmation if required by Contractor. The commencement of Work shall begin, for each project, within 72 hours after receipt of the verbal notice to proceed. Failure to start the project within the 72 hours may be cause to terminate this Contract for default.

Notice given by other than the Maintenance Supervisor shall not be accepted by the Contractor, except in the case of an emergency, when the Maintenance Supervisor can issue a temporary verbal to proceed.

**For additional work, the Contractor shall, within three business days after the verbal Project Notice to Proceed, submit a revised quote, incorporating the additional work.** This will be confirmed with a written Delivery Release from the Maintenance Supervisor.

25. **WORK ORDER:** The Work Order shall provide a description and location of the project, the number of people assigned to the project, the type, quantity and cost of materials used, equipment, and subcontractor costs. The form shall be signed by the Contractor and delivered to the Maintenance Supervisor or his representative.

26. **NOTIFICATION:** The Contractor shall notify the Maintenance Supervisor or his representative, before 8:00 A.M., on any day the Contractor will be performing any Work under this Contract.

27. **WORKING HOURS:** The Contractor will only be permitted access to the District's premises between the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday, except on holidays observed by the District when the Contractor will not have access. Occasional exceptions to the above hours of access will be considered by the Maintenance Supervisor upon prior request by the

Contractor.

If it becomes necessary for the Contractor to perform work during District non-working hours or on weekends or holidays, a list of the Contractor's employees who are scheduled to work must be given to the Maintenance Supervisor. The Contractor's employees must have proper identification in their possession. The above procedure will ensure proper ingress and egress at any premises in which the Contractor is required to work.

Charges incurred by the Contractor for time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the District. Computation of the number of hours worked shall include only those hours spent at the job site, excluding mealtimes.

28. **PROPERTY DAMAGE:** Should any damage to District property be caused by the Contractor, the Contractor shall inform the Maintenance Supervisor and make repairs immediately, to the satisfaction of the Maintenance Supervisor, and at no cost to the District. The District may, however, elect to make repairs or replacement of damaged property and deduct the cost from monies due, or to become due the Contractor.
29. **STOP WORK:** Work can be temporarily stopped in the field by the Maintenance Supervisor or his representative because of weather, lack of material, safety violations, or other unforeseen circumstances. If the work stoppage is longer than, or is expected to be longer than 48 hours, a written Stop Work Notice will be issued by the Contract Administrator.
30. **Approval of Workers:** The District reserves the right to reject any subcontractor and/or supplier who fails to meet the qualifications outlined herein. No substitution for any subcontractor, supplier, person or entity previously approved by the District shall be made by the Contractor without prior written approval by the District. All substitutions shall be submitted to the Contract Administrator upon the certification form as previously submitted.

Upon request of the Maintenance Supervisor, the Contractor shall remove from the District facilities, any of its employees who fail to abide by this Contract, or who possess or consume alcohol or illegal drugs on District property. Gambling, theft of, deliberate damage to, or unauthorized use of District property, falsification of Contract required documents, deliberate or premeditated assault, shall be grounds for directing the removal of the Contractor's employees. Under this Contract, the term "Contractor's Employees" shall mean persons directly employed by the Contractor and any person employed by a Subcontractor bound to the Contractor to perform Work required by this Contract.

**All personnel employed by the Contractor shall be advised that the District has designated its facilities "Smoke-Free Areas." Upon request, designated smoking areas will be identified by the Maintenance Supervisor. Violation of this requirement will result in the removal of Contractor's personnel from District property.**

31. **SECURITY:** The Contractor's employees must comply with all District security rules and regulations with regards to parking and signing in and out of buildings.

The District will require the Contractor to option and approve background investigations on all employees including subcontractor's employees who will be performing work on the District's sites. The investigations shall be completed in accordance with School Safety Initiative Legislation.

32. **INSPECTION AND ACCEPTANCE:** Upon final or partial completion of a project, or upon the expiration of the specified time period to complete the project, the Contractor must obtain an inspection from the Maintenance Supervisor or his designated representative. If all Work is determined to be satisfactory, the Contractor shall submit invoices for payment. All Work found unacceptable or incomplete shall be corrected by the Contractor before a re-inspection is scheduled. No invoice will be accepted for payment until the Work has been completed and accepted by the Maintenance Supervisor or his designated representative.

## GENERAL TERMS AND CONDITIONS

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by District, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the procurement activity of Chippewa Valley Schools and its governing body, the Chippewa Valley School Board. The term "District" as used herein refers to the contracting entity which is the signatory on the contract and may be either District, or the District School Board, or both. Bidder or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

### AUTHORITY

1. The Purchasing Supervisor has been delegated authority for issuance of invitations to bid, modifications, purchase orders and awards approved by and for District. In the discharge of these responsibilities, the Purchasing Supervisor may be assisted by delegating to other Business Office staff. Unless specifically delegated by the Purchasing Supervisor, no other District officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate District for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and District shall not be bound thereby.

### CONDITIONS OF BIDDING/OFFERING

2. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation no later than seven (7) calendar days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Central Purchasing Office.
3. **DEBARMENT STATUS:** By submitting their bid, the Bidder certifies that he/she is not currently debarred by the State of Michigan or District from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.
4. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected, and the bidder will be required to perform if his or her bid is accepted.
5. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid, Bidders certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
6. **INCLEMENT WEATHER:** Due to inclement weather conditions, District may elect to close schools and administration offices.
  - 6.1 In the event of a delay in school opening, all times shall remain as stated in the Invitation to Bid.
  - 6.2 In the event that District closes, any/all pre-bid conferences and bid openings will be held on the next business day the District experiences a normal opening or a delayed opening, at the time previously scheduled. No exceptions will be made in this matter.
7. **LATE BIDS:** To be considered for selection, bids must be received by the District Central Purchasing Office by the designated date and hour. The official time used in the receipt of bids is that time on the clock in the Central Office reception area. Bids received in the Central Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. District is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the Central Office by the designated date and hour.
8. **MANDATORY USE OF DISTRICT FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official District form provided for that purpose may be cause for rejection of the bid. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid; however, the Purchasing Supervisor reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, District may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid, which do not affect quality, quantity, price or delivery schedule.
9. **OFFICIAL NOT TO BENEFIT:**
  - 9.1 Each Bidder certifies by signing a bid that to the best of his/her knowledge no District official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
  - 9.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, District as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
  - 9.3 In the event the Bidder has knowledge of benefits as outline above, this information should be submitted with the bid. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder shall address the disclosure of such facts to: Chippewa Valley Schools, Human Resources Department, 19120 Cass Avenue, Clinton Township, MI 48038. The Invitation to Bid number shall be referenced in the disclosure.
10. **PRECEDENCE OF TERMS:** District intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however,

the controlling provision will be the one which appears highest in the following list:

- The Notice of Award or Purchase Order/Contract (highest precedence),
- Addenda,
- Specifications and drawings,
- Invitation to Bid
- The signed bid submitted by the Contractor,
- Any Special Terms and Conditions,
- These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF BIDDERS:** Bidder shall possess the necessary equipment and experienced labor to fulfill the requirements of this ITB. Bidder shall have been in this business full time for a minimum of 5 years. District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to District all such information and data for this purpose as may be requested. District further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

12. **TIE BID:** If all bids are for the same unit price (including authorized discounts and delivery times), the Purchasing Supervisor shall award the contract to the tie bidder located within District boundaries. If there are more than one such tie bid, then the Purchasing Supervisor may, in his or her sole discretion, may divide the contract among the bidders (if the solicitation provided for multiple awards), or take into account other important factors. If there are no responsive and responsible local bidders, then the Purchasing Supervisor may, in his or her sole discretion, may divide the contract among the bidders (if the solicitation provided for multiple awards), or award to the bidder(s) considered most qualified for any reason. The decision of the District to make award to one or more such bidders shall be final.

13. **VENDOR REGISTRATION:** All vendors desiring to provide such services to District shall register on-line at <http://vendors.chippewavalleychools.org/bids>.

14. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid may be amended and/or withdrawn by a bidder if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid. Submission of a subsequent bid, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder on the same Invitation to Bid.

Bid Proposals shall not be withdrawn after the bid due date and time for any reason.

**SPECIFICATIONS**

15. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of District in writing, in ample time before the opening of bids. No inquiries if received by District on or after the seventh day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by District, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders. Oral answers will not be authoritative.

16. **TESTING AND INSPECTION:** District reserves the right to conduct any test or inspection it may deem advisable to ensure services conform to the specification.

17. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which District in its sole discretion determines to be the equal of that specified, considering quality,

workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the service being offered and to provide sufficient descriptive literature and technical detail to enable District to determine if the service offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID NON-RESPONSIVE.** Unless the Bidder clearly indicates in its bid that the service offered is "equal", such bid will be considered to offer the service referenced in the solicitation.

**CONTRACT PROVISIONS**

18. **SCOPE OF CONTRACT:** Awarded Vendor "Contractor" shall provide all necessary labor, tools, trucks, materials, equipment and resources as may be required to provide services in accordance with the specifications stated herein.

19. **ANTI-DISCRIMINATION:** By submitting their bid, and during the performance of this contract, the Contractor agrees as follows:

19.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

19.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

19.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

20. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to District all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Michigan, relating to the particular goods or services purchased or acquired by District under said contract.

21. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Michigan, and any litigation with respect thereto shall be brought in the courts of Macomb County, Michigan, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the State of Michigan.

22. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of District.

23. **CHANGES TO THE CONTRACT:** District may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give District a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such



modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

24. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation to Bid, the signed bid submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order.
25. **COOPERATIVE PURCHASING:** District may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the State of Michigan, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the Invitation to Bid (ITB), if the ITB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
26. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to District before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
27. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
28. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless District, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against District in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend District as herein provided. This protection shall be held in full force for a year after the completion of the work.
29. **MODIFICATION OF CONTRACT:** District may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Purchasing Supervisor:

The written modification shall stipulate the mutually agreed upon price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as District may direct, a correct account of the cost of the change. The cost shall include an allowance for overhead and profit to be mutually agreed upon by District and the Contractor.

30. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character.
31. **PRICE REDUCTION:** If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any service covered by the contract to customers generally, an equivalent price reduction based on similar considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of a service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the District of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by District.
32. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to provide services in accordance with the contract terms and conditions, District, after due oral or written notice, may procure service from other sources and hold the Contractor responsible for any resulting additional costs. This remedy shall be in addition to any other remedies which District may have. Specifically:
- 32.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of District, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 32.2 Notwithstanding the above, the Contractor shall not be relieved of liability to District for damages sustained by District by virtue of any breach of contract by the Contractor. District may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to District from the Contractor is determined.
33. **TERMINATION FOR CONVENIENCE:** District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Purchasing Supervisor determines that such a termination is in the best interest of District. Any such

termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

34. **FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Michigan Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

34.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

34.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that District decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

34.3 Bids and proposal records shall be open to the public only after award.

34.4 Any bidder who responds to an ITB shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event District decides not to accept any of the proposals and to resolicit.

34.5 Nothing contained in this section shall be construed to require District to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to District.

**DELIVERY/PAYMENT PROVISIONS**

35. **DELIVERY CHARGES:** Delivery charges shall NOT be added to invoices except when express delivery is authorized by District. Detailed packing slips shall be included with each delivery.

36. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**

37. **LABELING OF HAZARDOUS SUBSTANCES:** If the equipment or products used by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder, by submitting his/her bid, certifies and warrants that the equipment or products to be used under this contract shall be properly labeled as required by the foregoing sections and that by delivering the equipment or products the Bidder does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.

38. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided, in English, with all product delivery. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.

39. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or work completion, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

40. **PAYMENT TO SUBCONTRACTORS:**

40.1 A Contractor awarded a contract under this solicitation is hereby obligated to:

40.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from District for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

40.1.2 Notify the District and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

40.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from District except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of District, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

40.3 The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of District or any participating jurisdiction.

41. **POINT OF DESTINATION:** All materials shipped to District must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

42. **TAX EXEMPTION:** District is exempt from the payment of federal excise or Michigan Sales and Use Tax. The bid price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by District. A copy of the District's Sales and Use Tax Certificate Exemption is available upon request.

43. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**BIDDER/CONTRACTOR REMEDIES**

44. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the ITB, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

45. **AWARD OR REJECTION OF BIDS:** The Purchasing Supervisor shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the ITB, provided the bid price is reasonable and it is in the best interest of District to accept

it. The Purchasing Supervisor reserves the right to award a contract by individual categories, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of the District. The Purchasing Supervisor also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to provide the service required.
  - b. Whether the bidder can provide the service promptly, or within the time specified, without delay or interference.
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - d. The quality of performance of previous contracts or services.
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
  - f. The sufficiency of the financial resources and ability of the bidder to provide the service.
  - g. The quality, availability and adaptability of the services to the particular use required.
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
  - i. The number and scope of the conditions attached to the bid.
  - j. Whether the bidder is in arrears to District on debt or contract or is a defaulter on surety to District or whether the bidder's taxes or assessments are delinquent; and
  - k. Such other information as may be secured by Purchasing Supervisor having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Supervisor shall so notify that bidder and shall have recorded the reasons in the contract file.
46. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with District which is not disposed of by agreement shall be declared by the Purchasing Supervisor, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of Purchasing Supervisor shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
47. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by District, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by District, shall constitute grounds for District to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse District, within a reasonable time specified by District, for any expense incurred in excess of contract prices, or,

in District's sole discretion, District shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, District reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by District.

48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
49. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Supervisor no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Purchasing Supervisor shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any bidder may protest the award or decision to award a contract by submitting a protest in writing to District, or an official designated by District, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.
- 49.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Purchasing Supervisor shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by District. Where the award has been made and performance has begun, the Purchasing Supervisor may declare the contract void upon a finding that this action is in the best interest of the District. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 49.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 49.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
50. **RESPONSIBILITY FOR REMOVAL OF DEBRIS AND WASTE:** Unless otherwise specified in the solicitation, the Contractor shall always be responsible for waste and debris. Waste and debris must be removed by and at the expense of the Contractor promptly, unless public health and safety require immediate destruction. If debris is not removed by the Contractor within ten (10) days after date of notification, District may dispose of them and charge the Contractor for the expense.

# BID PROPOSAL FORM

## CHIPPEWA VALLEY SCHOOLS

### INVITATION TO BID – Fence Installation, Replacement, and Repair Services 6.2021

The undersigned understands that the District reserves the right to reject any and all bids in whole or in part, 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. If in the District's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder for any reason.

If award is made to us under this proposal, we agree to enter into an Agreement with Chippewa Valley Schools to furnish services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, drawings 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 hereby certify that I am authorized to sign as a Representative for the Firm. Include the name, title, and signature of individual duly authorized to execute contracts.

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

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

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

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

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

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

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

#### **ADDENDA**

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

Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_

**PRIMARY ACCOUNT REPRESENTATIVE INFORMATION:**

If awarded this bid, Bidder shall assign a dedicated local sales representative to handle our account.

Name of Local Sales Representative: \_\_\_\_\_

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

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

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

Number of Years in Business: \_\_\_\_\_

Number of Other Michigan School Districts Representative currently handles: \_\_\_\_\_

**SERVICE GUARANTEE**

Bidder shall detail the service and warranty guarantee that they are offering the District:

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

**SUBCONTRACTORS:** List any and all subcontractors to be used for work: \_\_\_\_\_

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

**CREW:** A minimum crew will consist of the following (count and classification of workers): \_\_\_\_\_

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

**LEAD TIME** Bidder guarantees the following lead time for completion of service: \_\_\_\_\_ hours/days

**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 at the end of contract term: \_\_\_\_\_

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

**BID ACKNOWLEDGEMENTS**

Bidder has read and understands the bid instructions, specifications and requirements thoroughly. Yes No

Bidder acknowledges that all bid proposals will be evaluated as "submitted". Yes No

Bidder has acknowledged any and all exceptions to the bid specifications on the Bid Proposal Form. Yes No

Bidder acknowledges that the School District may at their option reject any or all bids, and award to the bidder with the most advantageous proposal. Yes No

Bidder agrees to hold their pricing firm for 12 months. Yes No

Bidder has attached any proposed contract documents that his firm would require as part of a bid award. These documents are attached for the District's review. Bidder cannot submit proposed contract language at any time after submission of the bid response. Yes No

**RIDER CLAUSE**

USE OF CONTRACT(S) BY OTHER K-12 PUBLIC SCHOOL DISTRICTS IN MACOMB AND/OR OAKLAND COUNTIES.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Vendor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Other Public K-12 School Districts in Macomb County, Michigan
___	___	All Public K-12 School Districts in Oakland County, Michigan

## BID PRICING FORM

Bidder shall provide the following costs on a per unit pricing structure. The work shall include all labor, tools and equipment necessary. Additional charges will not be accepted for any reason.

**MINIMUM ORDER:** Bidder shall list required Minimum Order Cost, Hours or Labor, if any: \_\_\_\_\_

### BASE BID LABOR 2020-2021

### ADD ALTERNATE 1: POSSIBLE CONTRACT EXTENSIONS (DO NOT EXCEED % INCREASE)

Supervisor/Installer:	\$ _____ / hour	Max _____ % increase / year
Installer's Helper:	\$ _____ / hour	Max _____ % increase / year

### BASE BID MATERIALS

**Percentage (%) Manufacturer's Published Price List for Parts:** \_\_\_\_\_ %

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

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

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

### ADD ALTERNATE 2: EMERGENCY WORK: ADDED COST TO ABOVE PRICING

2020-2021

### CONTRACT EXTENSIONS (DO NOT EXCEED % INCREASE)

Supervisor/Installer:	Add \$ _____ / hour to Base Bid pricing above	Max _____ % increase / year
Installer's Helper:	Add \$ _____ / hour to Base Bid pricing above	Max _____ % increase / year

**VENDOR DATA SHEET**

QUALIFICATION OF BIDDER: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.

1. YEARS IN BUSINESS: Indicate the length of time the Bidder has been in business providing the service in this solicitation: \_\_\_\_\_ Years \_\_\_\_\_ Months.
  
2. REFERENCES: Bidders shall provide a listing of at least five (5) references for which the company has provided specified services of the same scope within the last three (3) years.

1	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.
	_____		

2	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.
	_____		

3	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.
	_____		

4	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.
	_____		

5	Customer Name:	Contact Name:	Contact Title:
	Address: _____		Phone No.
	_____		Fax No.
	_____		





**AFFIDAVIT OF BIDDER**

**(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).



# Chippewa Valley Schools District Map

## CHIPPewa VALLEY SChOOLS ADMINISTRATION BUILDING

**1** 19120 Cass Avenue  
Clinton Twp., MI 48038  
PHONE: (586) 723-2000  
FAX: (586) 723-2001

## COMMUNITY EDUCATION CENTER

**2** 19230 Cass Avenue  
Clinton Twp., MI 48038  
PHONE: (586) 723-2050  
FAX: (586) 723-2051

## MOHEGAN HIGH SChOOL

**2** 19230 Cass Avenue  
Clinton Twp., MI 48038  
PHONE: (586) 723-2080  
FAX: (586) 723-2051

## ALGONQUIN MIDDLE SChOOL

**3** 19150 Briarwood Lane  
Clinton Twp., MI 48036  
PHONE: (586) 723-3500  
FAX: (586) 723-3501

## CHEROKEE ELEMENTARY

**4** 42900 Rivergate Drive  
Clinton Twp., MI 48038  
PHONE: (586) 723-4800  
FAX: (586) 723-4801

## CHEYENNE ELEMENTARY

**5** 47600 Heydenreich  
Macomb, MI 48044  
PHONE: (586) 723-5000  
FAX: (586) 723-5001

## CHIPPewa VALLEY HIGH SChOOL

**6** 18300 Nineteen Mile Road  
Clinton Twp., MI 48038  
PHONE: (586) 723-2300  
FAX: (586) 723-2301

## CVHS 9th GRADE CENTER

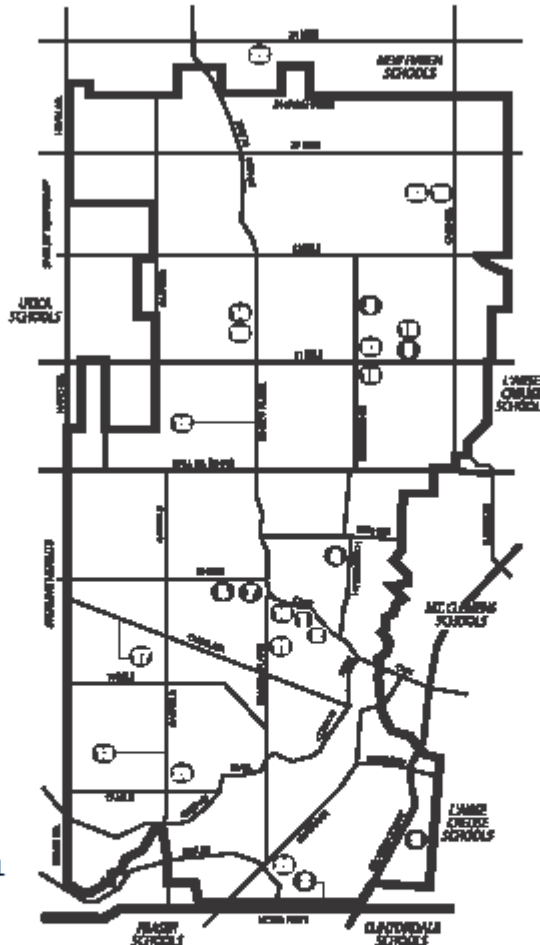
**7** 42755 Romeo Plank Rd.  
Clinton Twp., MI 48038  
PHONE: (586) 723-3100  
FAX: (586) 723-3101

## CLINTON VALLEY ELEMENTARY

**8** 1260 Mulberry  
Mt. Clemens, MI 48043  
PHONE: (586) 723-5200  
FAX: (586) 723-5201

## DAKOTA HIGH SChOOL

**9** 21051 Twenty-One Mile Road  
Macomb, MI 48044  
PHONE: (586) 723-2700  
FAX: (586) 723-2701



## MAINTENANCE DEPARTMENT

**16** 42278 Romeo Plank Rd.  
Clinton Twp., MI 48038  
PHONE: (586) 723-2250

## MIAMI ELEMENTARY SChOOL

**17** 41290 Kentvale  
Clinton Twp., MI 48038  
PHONE: (586) 723-6000  
FAX: (586) 723-6001

## MOHAWK ELEMENTARY SChOOL

**18** 48101 Romeo Plank Road  
Macomb, MI 48044  
PHONE: (586) 723-6200  
FAX: (586) 723-6201

## OJIBWA ELEMENTARY SChOOL

**19** 46950 Heydenreich  
Macomb, MI 48044  
PHONE: (586) 723-6400  
FAX: (586) 723-6401

## OTTAWA ELEMENTARY SChOOL

**20** 18601 Millar  
Clinton Twp., MI 48036  
PHONE: (586) 723-6600  
FAX: (586) 723-6601

## SENECA MIDDLE SChOOL

**21** 47200 Heydenreich  
Macomb, MI 48044  
PHONE: (586) 723-3900  
FAX: (586) 723-3901

## SEQUOYAH ELEMENTARY SChOOL

**22** 18500 24 Mile Road  
Macomb, MI 48042  
PHONE: (586) 723-7000  
FAX: (586) 723-7001

## SHAWNEE ELEMENTARY SChOOL

**23** 21555 Vesper  
Macomb, MI 48044  
PHONE: (586) 723-6800  
FAX: (586) 723-6801

## WYANDOT MIDDLE SChOOL

**24** 39490 Garfield  
Clinton Twp., MI 48038  
PHONE: (586) 723-4200  
FAX: (586) 723-4201

## DHS 9th GRADE CENTER

**10** 21055 21 Mile Road  
Macomb, MI 48044  
PHONE: (586) 723-3300  
FAX: (586) 723-3301

## ERIE ELEMENTARY SChOOL

**11** 42276 Romeo Plank Road  
Clinton Twp., MI 48038  
PHONE: (586) 723-5400  
FAX: (586) 723-5401

## FOX ELEMENTARY SChOOL

**12** 17500 Millstone Drive  
Macomb, MI 48044  
PHONE: (586) 723-5600  
FAX: (586) 723-5601

## HURON ELEMENTARY SChOOL

**13** 15800 Terra Bella  
Clinton Twp., MI 48038  
PHONE: (586) 723-5800  
FAX: (586) 723-5801

## IROQUOIS MIDDLE SChOOL

**14** 48301 Romeo Plank Road  
Macomb, MI 48044  
PHONE: (586) 723-3700  
FAX: (586) 723-3701

## LITTLE TURTLE PRESCHOOL MACOMB

**15** 50375 Card Rd.  
Macomb, MI 48044  
PHONE: (586) 723-6950  
FAX: (586) 723-6951

# CONTRACT ACKNOWLEDGMENT

## CHIPPEWA VALLEY SCHOOLS Fence Installation, Replacement, and Repair Services ITB 6.2021

**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 6.2021, 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 RFB 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 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. 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 Advertisement for Bid, 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 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 Vendor 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.

Vendor Information:

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

School District Information:

Chippewa Valley Schools \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_