

CHIPPEWA VALLEY SCHOOLS

INVITATION TO BID

Purchase of Textbooks ITB No. 7.2122

Publish Date: June 14, 2021

Bid Opening: June 30, 2021 at 2:00 p.m.

Bid Award: July 2021

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

SECTION I. BID REQUIREMENTS

Purpose

The Chippewa Valley School's (otherwise known as "District") Board of Education will receive bid proposals to purchase various textbooks and software subscriptions delivered on a unit price basis that best satisfy the needs of the District. The District reserves the right to not award the bid at all, split the award among vendors, award the entire bid to one vendor, eliminate some items from award, change the quantities ordered, etc based on the District's best interests. All materials shall be delivered in August 2021.

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 four (4) business 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
Email: purchasing@cvs.k12.mi.us

Complete bid packages may be downloaded at the District's website <http://vendors.chippewavalleyschools.org/vendors/bids.asp>. Vendors are responsible for checking this website for any addenda prior to submitting a bid. The District is not responsible for the content of any bid package received through any 3rd party bid service or any source other than the Chippewa Valley Schools' Purchasing Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party.

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.

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 bidding 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.

Submission of Bid

Bids shall be submitted in accordance with this ITB. Sealed bids clearly labeled "**Purchase of Textbooks ITB 7.2122**" will be received by Chippewa Valley Schools until June 30, 2021 at 2:00 pm EST, at which time all bids will be publicly opened and read. Bidder shall submit 1 original and 3 copies of the Bid Proposal Form, Bid Pricing Sheet, Affidavits and all other required documentation. Proposals are to be delivered to the attention of:

Chippewa Valley Schools
Purchasing Department
19120 Cass Ave.
Clinton Township, MI 48038

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 60 days from the bid opening date until time of bid award, and District reserves the right to order additional quantities at the same bid unit cost for up to 150 days from bid opening date.

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 three (3) business days prior to the date set for acceptance of bids.

If only one bid is received in response to the 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.

Withdrawal or Revision of Bid

Any bid may be withdrawn prior to the scheduled time for opening of bids. Written notices shall be sent to:

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

A bid may not be modified, withdrawn or canceled by the bidder for sixty (60) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.

Bids submitted early may be modified only by notice to the party receiving bids at the place, and prior to the time designated for opening of bids. Such notice shall be in writing over the signature of the bidder, or by telegram; if by telegram, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for opening of bids. The revised bid shall be so worded as not to reveal the amount of the original bid.

Confidentiality

All information provided through this request and ensuring process shall be held in confidence and will not be revealed nor discussed with any competitor until final execution of the purchase. At that time, documents of this process shall be public (excluding proprietary or financial information as determined by the District) regardless of contrary statements contained within submittal. All material submitted shall become the property of the District and may be returned only at the District's option.

Bidder Disclosure

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

Instructions to Bidders

Bidder is responsible for examining all sections of the bidding documents, specifications and any issued addenda. Bidders who have previously responded to a Chippewa Valley Schools' bid shall not assume that no changes have been made to the bid documents. Bidder shall be held to comply with all requirements as stated in such documents unless expressly stated as exceptions in the Bid Proposal Form.

Bidder must clearly state in the bid any exceptions to the bid specifications. The listing of exceptions, if any, is mandatory. Bidder shall list any and all exceptions on the "Exceptions" area in the Bid Proposal Form. Any exceptions found in review but not listed could be a basis for rejection of the bid.

Specifications listed are to be considered minimal specifications and any and all products Bidder offers shall adhere to these minimal specifications. Any proposed item not meeting these specifications shall be noted on the "Exceptions" area in the Bid Proposal Form.

*****It is extremely important that all Bidders have full and complete knowledge of the items they are proposing. Bidders are responsible for obtaining accurate and detailed specifications on the bid items, whether or not the specifications are listed on the Bid Pricing Sheet.*****

Bidders must clearly indicate in the Bid Proposal and Pricing Sheet, the condition of the books, extent of warranties, guaranteed delivery time, conformance to specifications, rebates and level of customer service available through this ITB.

The Bidder must submit the names of three (3) similar/larger sized school districts whereby Bidder is a significant source of these products. The references can NOT include Chippewa Valley Schools.

The attached Bid Proposal Form and separate file Bid Pricing Sheet must be completed and enclosed as part of the bid proposal. Submit one (1) original and one (3) copies of all documents. Any product deviation or voluntary alternates to bid specifications must be submitted in writing with bid response.

The products are to be furnished in accordance with the specifications and deliveries are to be made only upon the issuance of District Purchase Orders. The products are to be delivered to the schools identified in this ITB.

This Bid Pricing Sheet includes a VOLUNTARY ALTERNATE row on the last page of the document. This VOLUNTARY ALTERNATE row is ONLY to be used for an item in which the Bidder knows that there is a NEWER edition/LATER copyright available than the item listed in the Bid Pricing Sheet. Bidder is able to submit pricing on both the older copyrighted material requested by the District, and also submit VOLUNTARY ALTERNATE pricing for the later copyright dated material. It shall be the District's sole decision which material we chose to award.

Bid Security is NOT required for this bid submission.

Method of Bidding Bidders are encouraged, but not required, to bid on the entire bid package.

The unit costs shall include such items as overhead, profit, insurance, truck mileage, shipping, handling, and delivery charges, etc. No additional cost of any kind will be allowed during the bidding process.

Bidders are not allowed a tying arrangement, in any way, for any product or software subscription, whether or not the item is listed in the Bid Pricing Sheet. Each and every item that the bidder provides unit pricing on shall not be tied to any other item, whether or not the item is listed in the Bid Pricing Sheet. Tying arrangements are illegal under Section 1 of the Sherman Act, which prohibits “contracts in restraint of trade,” Section 3 of the Clayton Act, which prohibits exclusivity arrangements that may “substantially lessen competition,” and Section 5 of the FTC Act, which prohibits “unfair methods of competition.” Tying may also constitute conduct supporting a monopolization claim under Section 2 of the Sherman Act.

Bidders shall submit individual item unit pricing on the Bid Pricing Sheet excel spreadsheet for each Specified item. An item without a bid price shall be indicated as a No Bid. The Bid Pricing Sheet shall list unit prices and extended prices. Unit price is defined as the cost for one unit. Extended price is defined as the sum of the unit price multiplied by the quantity requested.

Alternate Products

Alternate proposed items are not allowed in this ITB. The only exception to this would be if there is a newer edition now available for the same item specified in the bid. All bidders shall provide pricing on the specified items as is, but newer editions can be indicated as a Voluntary Alternate at the end of the Bid Pricing Sheet.

Unit of Measure

If bid price is based on a different unit of measure (UOM) than unit of measure specified, Bidder MUST indicate unit of measure bid in the “Exception” field provided.

Pricing

Pricing shall be FOB inside delivery to various locations. **Unit pricing shall include inside delivery to each building** and shall be FOB destination with all handling and freight charges incorporated in the pricing. The unit prices shall include all delivery charges, overhead, profit and other pertinent costs.

Bids are considered irregular and may be rejected if unit prices contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values. Any unit price that, in the sole opinion of the District, is unbalanced or excessive may be rejected without affecting the validity of the bid or other unit prices. An entire bid may be rejected if, in the sole opinion of the District, rejection of individual unit prices materially affects the bid.

Vendors will be held responsible for their bid price(s). Bid prices shall be firm for a minimum of 60 days from bid opening date until bid award. The District will select the Bid Proposal(s) that it deems most qualified to serve the best interest of the District. District reserves the right to order additional quantities at the same bid unit cost for up to 150 days from bid opening date.

Bid Documents

Unit pricing shall be submitted using the Bid Pricing Sheet issued by the District. Bidders shall not utilize their own forms. Bidders shall not add or delete any rows or columns unless specifically directed to do so in Addendum format by the District. Bidder is solely responsible for making sure that the printed and completed form is completely legible, and all calculations are error-free.

Minimum Order Requirements

Preference shall be given to those Bidders who offer no or lower minimum order requirements in addition to their ability to delivery product in August 2021. If a minimum order amount or quantity is required, bidders must indicate such requirement on the Bid Proposal Form in the Exceptions field.

Confidentiality

The District is subject to the statutory requirements for the Freedom of Information Act (FOIA) laws. All information in a Bidder's proposal and any resulting order are subject to the provisions of FOIA.

The Bidder agrees that the District may copy their proposal, respond to requests for such public records, and provide customer access to their information. The Bidder consents to such requests and warrants that this will not violate the rights of any third party. The District may, furthermore, load bid pricing information to its District's website which allows public access.

Vendor information that is proprietary and/or confidential shall be so marked and kept readily separated from the rest of their proposal. An entire proposal shall not be marked as proprietary/confidential, or it may be disqualified from award consideration.

Sales Tax Exemption

It is understood that the District is a governmental unit, and as such, is exempt from the payment of all State and Federal Taxes applying to the products specified in this document. Therefore, the prices quoted by the Bidder should not include any allocation for taxes. The successful bidder shall pay all other taxes required by law.

Post-Bid Interviews

All experienced and qualified Bidders are requested to submit a proposal based on its experience and capability. The District will select the Bidder(s) deemed to serve the best interests of the District. The District, in its sole discretion, reserves the right to request post-bid interviews from all, some or none of the Bidders. The District reserves the right to request qualification information from any bidder before issuing documents, receiving bids or placing orders.

Product Knowledge

Bidders shall warrant that their items meet the minimum specifications required by the District. The District reserves the sole right to accept or reject a bid that does not meet minimum specifications.

Vendor must warrant that they are the legal and rightful owner of the products or that they are legally licensed and/or authorized to sell and/or distribute products being purchased hereunder by the District. All products delivered under this order shall be free and clear of any and all encumbrances of any kind.

Bidder shall have detailed knowledge of all of the products they are proposing. Bidder shall research the bid item to ensure that their proposed item is equivalent in every way. The District

reserves the right to not list all the item specifications in the Bid Pricing Sheet, but the Bidder is still responsible for knowing the specifications.

Product Specifications and Quantity

Detailed product listing is shown on the Bid Pricing Sheet (separate document). The Bid Pricing Sheet includes the quantity needed of each item required by the District. The District reserves the right to order none, some, or all of the items and quantities listed in the Bid Pricing Sheet. District also reserves the right to increase or decrease the quantity ordered for the items.

Professional development and in-service training shall be included as part of the bid requirements at the price submitted on the Bid Pricing Sheet. Access to online student editions shall be available via registration with access codes and passwords. Online and technology support shall also be available.

1. Price alone shall not be a factor in the award of the bid. Other factors to be considered are the reliability of the bidder, quality of the materials, binding and services, conformity with specifications, satisfaction of delivery dates, fill rates and adherence in providing information.
2. Vendor shall not charge shipping for books, DVDs, CD-ROMs or audiovisual materials.
3. Vendor shall not charge shipping for any "free supplemental" items.
4. Vendor will include inside delivery charges in bid unit pricing.
5. If a backorder is necessary, it must be delivered within 45 days after receipt of order. Backorders will not be acceptable unless authorized by the District.
6. The District may consider both "brand new" materials and used materials. Used condition shall be VERY GOOD. Very good materials shall only show a small amount of wear, but no tears either on the binding or paper and no writing on the book.
7. Vendor will provide onsite training/professional development for on-line items at no charge to the district. Online support and Technology support via email and phone shall also be included at no cost to the district.
8. Vendor will not charge additional fees for books not normally carried in their inventory, titles with little or no discount or small publishers.
9. Vendor will replace any book that is damaged in shipment or otherwise not in compliance with the order at no charge.
10. Vendor will not have a handling/restocking charge.
11. Vendor will provide the best binding available from the publisher for every title requested, unless otherwise noted in the bid.
12. Vendor must accept purchase orders as an ordering method and a check for payment.
13. Vendor must be able to provide a written delivery guarantee for books.
14. All materials are to be delivered in August 2021.
15. The District shall not pay for any shipping charges or online access costs.

The District prefers that the materials proposed to be "brand new" condition. District may however consider used materials, so long as the condition is VERY GOOD. Very good materials shall only show a small amount of wear, but no tears either on the binding or paper and no markings.

All materials shall be the latest copyright available, unless specifically indicated otherwise. If the Bid Pricing Sheet lists an item with an outdated / earlier copyrighted year, then the Bidder must include pricing for the listed copyrighted year IN ADDITION to submitting unit pricing for the proposed latest copyrighted material.

SECTION II. BID AWARD

Bid Award

It is the intent of the District to award the bid by its Board of Education in July 2021 and Vendor shall deliver all materials in August 2021.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the ITB requirements and that bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.

The District retains the right to award all products to one bidder or to split out the award to more than one bidder at its own discretion without any changes in submitted unit pricing. Bidder must indicate on his/her proposal any such EXCEPTION to the requirements in this ITB.

The following criterion shall be considered in making an award, in no particular order: Product reviews, product pricing, previous invoice history with the Bidder, complete information on bid responses, vendors experience with products, service and warranty support policies, delivery timelines, references, or any other factors as appropriate criteria deemed important by the District.

Bid Solicitation Results

For information regarding the results of this Invitation for Bid, the bid tabulation will be posted on the District's web site, vendors.chippewavalleyschools.org/bids for 90 days. Any bid result requests after 90 days shall be issued via Freedom of Information Act (FOIA) request.

Qualifications of Bidder

The District will consider the Bidder's record of performance of any order for similar services for which he may have entered with other entities. This performance can include, but is not limited to, Bidder's invoicing accuracy. The District reserves the right to reject the bidder if the record discloses that such bidder, in the District's opinion, has not performed properly such contracts or otherwise disregarded contractual obligations. The District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the terms of the contract, and the bidder shall furnish the District all information for this purpose as the District may request.

Acceptance of Bid

The District shall have the right to waive any informality or irregularity in any bid received and to accept bids which, in his/her judgment, are in his/her own best interest. The District shall have the right to accept alternates in any order or combination and to determine the overall best proposal based on the specified unit prices bid and the alternates accepted.

Right to Reject Bid

The District reserves the right to waive irregularities or informalities herein; to accept or reject any or all bids in whole or in part; or to award items to other than the low bidder if deemed in its sole discretion to be in the best interest of the District. The bidder, in submitting his/her bid, agrees to accept the decision of the District as final.

Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law: If bid proposal form furnished is not used or is altered, if there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the bid incomplete, indefinite, or ambiguous as to its meaning, if bidder adds any provisions reserving

right to accept or reject any bid awards, if unit prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis value, if bidder fails to complete any portion of the Bid Proposal Form where information is requested such that the Bid Proposal Form cannot be properly evaluated, or if any pertinent Instructions to Bidders is not fully complied with.

Warranty

Vendor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Vendor gives any customer for such goods or 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.

SECTION III. ORDER REQUIREMENTS

Delivery

The District requires that all deliveries be made within a very short period of time after order placement. Delivery must be made as instructed on the purchase order. It is clearly understood that the intent of these specifications is to be used for complete delivery as soon as possible. Delivery to the school shall be made no earlier than 7:30 AM and be made no later than 3:00 PM unless otherwise instructed by the District. Delivery Monday – Thursday only. Detailed packing slips shall be included with each delivery.

Vendors that do not comply with the District's delivery dates as specified on the order without prior approval of the District may be eliminated from the District's bidders list for the next bid.

Product shall not be left outside under any circumstances. Delivery of items deemed unacceptable by the District shall be rejected and returned at Vendor's expense.

Delivery personnel shall not be paid gratuity and must be courteous at all times. The District reserves the right to demand a replacement driver for repeated disturbances.

Detailed packing slips showing the exact quantities of each delivered item shall be left with district personnel with each delivery. Vendor shall take responsibility to correct delivery errors and/or problems at no extra cost to the District.

Insurance Requirements

Successful Vendor shall provide all workers compensation and general liability insurance coverage for all workers involved in this transaction at all times.

Vendor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Chippewa Valley Schools, its officers and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Vendor hereunder, whether or not there is concurrent negligence on the part of the District, but excluding liability due to the active negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents, under workmen's compensation acts, disability benefits acts or other employee's benefits acts.

Product Inspection and Testing

All supplies shall be guaranteed against defects in manufacturing and materials; defective products will be replaced for the length of the manufacturer's warranty and will cover parts and labor, and pick-up and delivery.

All goods are subject to inspection and testing. The District reserves the right to inspect all products. In the event that goods are defective in material or workmanship, or otherwise fail to meet the bid or order requirements, the District reserves the sole right to reject the goods. Rejected goods will be held for thirty (30) days after delivery. The Vendor shall arrange for the return of the goods, including paying for handling, packaging, restocking, and transportation costs. The District has the authority to dispose of the items without further liability in the event that the Vendor fails to make return arrangements within the specified time period. Any substitution, dilution, or other variance from the specifications will be grounds for termination of the order.

Additionally, any fraudulent variance from the specifications may be grounds for criminal prosecution.

Vendor must warrant that they are the legal and rightful owner of the products or that they are legally licensed and/or authorized to sell and/or distribute products being purchased hereunder by the District. All products delivered under this order shall be free and clear of any and all encumbrances of any kind.

Vendor shall accept returns of products for any reason within sixty (60) days of delivery. Vendor shall immediately credit the District's account and not charge re-stocking fee.

Invoicing Procedure

Invoices must reference the District's Purchase Order numbers and be mailed to the Business Department. Bid pricing shall reflect Net 30 payment terms at a minimum. Discounts for quicker payment are encouraged.

Vendor shall be paid on the basis of invoices submitted and upon approval by an authorized district official and upon satisfactory completion of delivery. Payments will be mailed according to the District's Accounts Payable Schedule after approval at the next normally scheduled Board Meeting date.

The District 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 order or any modifications thereto, or due to the Vendor's inability to invoice correctly. This shall be without penalty. Any recurrence in invoicing errors that result in overcharges could result in termination of the order.

Price Changes

Bid pricing shall be firm and unit price adjustments will not be accepted for any reason for any item at any point during the term of the agreement. The District is not responsible for any other charges (including, but not limited to, fuel surcharges, handling, redelivery, etc) for any reason during the agreement.

Item Changes and Backorders

All ordered items must be shipped as per bid specifications. Vendor must notify the District of changes to products, units of measure, or other pertinent information, at least two weeks in advance of these changes becoming effective. In the event a product is discontinued, the proposed substitution must be approved in writing in advance by the District.

If there is a backorder, Vendor is responsible to notify the District immediately via telephone or email with the estimate delivery date for the backordered product. Each individual order will include a detailed packing slip and must reference the requester's name. District shall not be billed for backordered items until the item has been delivered. District shall not be responsible for shipping/handling/delivery charges for any reason.

Promotions

The District expects to participate in all promotional and incentive programs offered to Bidder. Indicate all rebate programs, incentives, or other special programs available in the Bid Proposal Form and describe how the District would participate.

Media Releases

Vendor shall not make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media pertaining to the ITB, impending order or a resulting order, without the prior written approval of the District. Upon prior written approval, statements shall be in accordance with explicit and written instructions provided by the District.

Order Requirements

The successful bidder will be required to warehouse all items specified in the Bid Pricing Form and ship to the building(s) as requested.

Vendor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the District, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Vendor hereunder, whether or not there is concurrent negligence on the part of the District, but excluding liability due to the active negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

If any provisions of this Bid shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Any subsequent agreement entered into with the Vendor shall not conflict with the provisions of this bid. If any discrepancies are found, the provisions of this bid shall supersede any other agreement.

Warranties

All goods provided under this order shall be of good quality within the description provided by the District and shall be fit for their ordinary purpose. Goods shall conform to the agreed upon specifications, shall conform to the affirmations of fact made by the Vendor or on the container or label.

Vendor shall warranty that the goods are fit for the purpose required by the District whenever the District is relying on the Vendor's skill or judgment to select or furnish suitable goods. Vendor guarantees that any and all product delivered complies in all respects with, and is not adulterated or misbranded within the meaning of standards and regulations established by Federal or State laws.

Vendor must warrant that they are the legal and rightful owner of the products or that it is legally licensed and/or authorized to sell and/or distribute products being purchased hereunder by Chippewa Valley Schools. All products delivered under this Agreement will be free and clear of any and all encumbrances of any kind.

Assignment

This agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

Severability

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

Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the other party's failure to perform, or delay in performing, any of its obligations contained in this agreement (except as obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm, or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

Entire Agreement

This agreement constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

Governing Law

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

SECTION IV. ORDER CHANGES

Order Changes

The District reserves the right to modify the resulting order at any time during the term without penalty. These modifications can include changing item quantities, delivery locations, and any other modifications deemed necessary.

Any changes proposed by the Vendor shall be in writing and are subject to prior acceptance by the District. Vendor shall be required, upon request, to substantiate the need for the modification. In the event that the proposed change(s) are not acceptable to the District, the order or portion thereof shall be subject to cancellation. Any and all amendments shall in no way invalidate or make void the terms of the original agreement.

Dispute Resolution

In the event the awarded Vendor fails to meet the requirements of this bid document and/or any of its related addendums, the following steps will be taken in addition to any remedies available by law:

The awarded vendor will be given, in writing, a letter stating the nature of the violation along with a time period to cure. The awarded vendor will have five (5) business days after receipt of letter to rectify and respond to the violation in writing to the District's Purchasing Department. The response must include the nature of the violation, how it will be resolved, and what steps are being taken to prevent this violation from occurring again.

Non-performance of contractual obligations can include but is not limited to the following: failure to supply awarded items, failure to supply awarded items in compliance with bid requirements and honored pricing, failure to deliver on time, unauthorized substitution of product, failure to submit timely and accurate invoices, failure to service the District in a professional manner, or violation of any other term of the agreement.

The Vendor shall not, however, be considered to be in default if performance is delayed/made impossible by an act of God, floods or fires.

Order Termination

Cancellation for Cause: If the awarded Vendor has not resolved the violation or continues to repeat a similar past violation, the District reserves the right to immediately terminate the awarded bid by giving written notice of intent to do so. The District can also decide to procure items in substitution from an alternate source and/or exercise any remedy provided by law. The Vendor shall be held responsible for excess costs occasioned thereby. **Additionally, the District reserves the right not to award future bids to the terminated vendor for up to 5 years.**

Cancellation due to Bankruptcy/Insolvency: If the Awarded Vendor files for protection under bankruptcy law, or if they become insolvent, the District shall be notified in writing of such an occurrence within five (5) business days of the event. The District may, without prejudice, immediately terminate the Order, in whole or in part as a result of this event.

Assignment

Awarded Vendor cannot assign any right, interest or delegation of duty to another entity without prior written permission by the District. The District reserves the right to assign some, or all, of this Order to any organization in the event of an order cancellation with Vendor.

Governing Law

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

SECTION V. BID PROPOSAL FORM

INVITATION TO BID – PURCHASE OF TEXTBOOKS 7.2122

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. The 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 bid may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc. If award is made to us under this proposal, we agree to enter into an Agreement with Chippewa Valley Schools to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, 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, 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: _____ x _____ Fax: _____ Email Address: _____

Name: _____ Title: _____

Signature: _____

ADDENDA

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

Addendum # _____ dated _____ Addendum # _____ dated _____

COMPANY INFORMATION:

Authorized Distributor? YES _____ NO _____

Number of Years in Business as a Dealer: _____

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: _____ ext _____ Fax: _____

Email Address: _____

Number of Years in Business: _____

Number of Other Michigan School Districts Representative currently Handles: _____

DELIVERY LEAD TIME: Bidder guarantees the following lead time for delivery of products: _____ days

SERVICE GUARANTEE

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

INCENTIVES

The 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:

1. Payment Discount: Discount offered when District pays invoices within a shorter period of time than 30 days:

2. Volume Rebate: _____
3. Other(s): _____

EXCEPTIONS

Vendor shall detail below any and all exceptions to the bid, product specifications and/or contract terms and conditions:

REFERENCES

Attach the names of three references to your bid, preferably school districts, but not Chippewa Valley Schools:

NAME OF SCHOOL DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF SCHOOL DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF SCHOOL DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

BID ACKNOWLEDGEMENTS

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

Bidder acknowledges that their bid proposal will be evaluated as "submitted". Yes No

Bidder acknowledges that their bid pricing is held firm for 60 days after award. Yes No

District reserves the right to order additional quantities at the same bid unit cost for up to 150 days from bid opening date. Yes No

Bidder acknowledges any and all exceptions to the bid specifications have been listed on the Bid Pricing Form where requested. Yes No

Bidder acknowledges that their firm has the capacity to successfully fulfill the requirements of the District. Yes No

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

Bidder acknowledges that the unit pricing they submitted includes all shipping, handling, and delivery charges. Bidder agrees that they will NOT invoice the District separately for these charges. Yes No

Bidder affirms that there are no other agreements in effect with the District for these materials. Yes No

Bidder affirms that there are no tying arrangements for any item offered by Bidder. Yes No

REQUIRED ATTACHMENTS TO BID PROPOSAL FORM

- Bid Pricing Sheet
- One (1) Affidavit Form (found on page 19)

