

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

INVITATION TO BID # 13.2021 PURCHASE OF FOOTBALL HELMETS

INVITATION TO BID: Chippewa Valley Schools (hereby known as “District”) will accept sealed bids for **Purchase of Football Helmets ITB 13.2021** for the Athletic Department. Bids shall be accepted until 2:00 p.m., local time on **November 24, 2020** at the following location:

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

The bids will be accepted and opened at this time. Oral, telephonic, telegraphic, email, facsimile or LATE proposals will NOT be considered for any reason.

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

Bid prices are to be F.O.B. Destination, Freight prepaid and allowed, inside delivery to multiple locations. All purchases are to be exempt from all taxes, including state and federal taxes. An exemption certificate will be furnished upon request. All bids shall be firm for a period of ninety (90) days from the date of the bid opening until time of award. The District reserves the right to extend the contract award on an annual basis for up to five (5) renewal periods. All bids to be considered must meet or exceed all specifications herein.

All questions shall be referred to the Purchasing Office at phone: (586) 723-2150 or emailed to: purchasing@cvs.k12.mi.us.

All bids must be submitted using the attached bid form and signed by the bidder in a sealed envelope. Three (3) signed copies of the bid form should be addressed to the attention of:

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

SEALED BID “PURCHASE OF FOOTBALL HELMETS 13.2021”

1. SCOPE OF PROJECT

Chippewa Valley Schools is seeking a qualified Awarded Bidder(s) capable of providing brand new youth and adult helmets on time and as specified in this ITB, in adherence of the NOCSA standards, and on the resulting Purchase Order.

2. TIMELINE OF SERVICES This timeline may be subject to change by District without penalty.

November 24, 2020 2:00 p.m	Bid Opening
December 2020	Bid is awarded by the Board of Education
February 2021	Purchase Orders are generated to Awarded Bidder(s)
May 2021	New Helmets are delivered to each building

3. GENERAL CONDITIONS

- A. This bid document includes unit pricing for new youth and varsity football helmets.
- B. Bid prices for equipment purchases shall remain firm for one (1) year from date of bid opening, with the option to renew contract on an annual basis for up to five (5) renewal periods. Fuel surcharges shall not be accepted for any reason or any time period within the contract period.
- C. All product shall be warranted for one year, or the length offered by the manufacturer, whichever is longer. A copy of the warranty must be included with Bid Proposal Form.
- D. Chippewa Valley Schools reserves the right to increase or decrease quantities as required without any effect on the base bids or unit pricing submitted by Bidder. Quantities listed on Bid Pricing Sheet are approximations and are not guaranteed for any time period during the contract.
- E. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.
- F. District reserves the right to award the entire bid to one company, split the award to two companies, split the award to more than two companies, or not award at all. The District is not required to award to the low bidder.

4. NEW HELMET PURCHASES

- A. All new helmets shall be brand new, manufactured in the same year as the purchase (2021 for 2021 for example), and include all new parts of standard first grade quality, constructed of 100% new components. The District will not accept discontinued, remanufactured, certified remanufactured, newly remanufactured, reconditioned, demonstration or sample models, loaners, previously used helmets, or the like for any reason.
- B. Orders for new helmets shall be delivered to each individual school building no later than **May 15, 2021** and every May thereafter, upon contract extension agreement.

C. Awarded Bidder must submit accurate and detailed invoices no later than **June 1, 2021** to each Athletic Director for corresponding high school and two middle schools each as shown in Section 19. District will consider bidder's history of invoice delays and/or inaccuracies as part of the bid evaluation process.

5. QUALIFICATION OF BIDDER

A. Awarded Bidder must comply with original manufacturer's suggested warranty procedures. This includes servicing all helmets under warranty and restoring them to new standards at no additional charge for this service.

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

C. Bidders 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.

6. SOLE BIDDER

A. 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 Purchasing Department no later than seven (7) days prior to the date set for acceptance of bids.

B. If only one bid is received in response to the Invitation to Bid, a detailed cost proposal will be requested of the single seller. 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.

7. DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

A. Bidder shall promptly notify the District of any ambiguity, inconsistency, or errors which he/she may discover upon examination of the contract documents or of the site and local conditions. 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:

Ms. Laura Harrington
Purchasing Supervisor
Chippewa Valley Schools
(586) 723-2150 Phone
(586) 723-2128 Fax

- B. Any interpretation, correction, or change of the contract documents will be made by written addendum by the District and issued by the District. Interpretations, corrections, or changes of the document made in any other manner will not be binding. Addenda will be mailed or delivered to all who are known by the District to have received contract documents.
- C. If any provisions of this Invitation to 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.
- D. Any agreement entered into with the Awarded Bidder shall not be construed as granting “any exclusive rights thereunder”. The District retains the right to contract with other parties for such services as it deems necessary.
- E. Any subsequent agreement or contract entered into with the Awarded Bidder shall not conflict with the provisions of this bid. If any discrepancies are found, the provisions of this bid shall supercede any other agreement.

8. ADDENDA

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

10. UNIT PRICES

- A. Each bidder must bid on the helmets listed in the Bid Pricing Sheet. They will be fully considered in awarding the contract.
- B. Bids are considered irregular and may be rejected if unit prices contained in the Bid Pricing Sheet are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
- C. 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.
- D. Bid prices shall be firm for ninety (90) days prior to the contract award. Pricing shall then be firm for the entire contract period. Pricing shall be **F.O.B. Destination, Freight prepaid and allowed, inside delivery** to various sites within Chippewa Valley Schools.
- E. Fuel surcharges will not be accepted during any one period, intermittently, or during the life of the contract.

11. TAX EXEMPT

The District is exempt from all taxes. A tax exemption certificate will be issued upon request.

12. CONTRACT PERIOD

- A. The contract award resulting from this Invitation to Bid shall cover one (1) year, with the option to extend on an annual basis for five (5) additional years upon mutual agreement. Price increases shall not be accepted during the initial term of the contract. The contract shall commence on January 1, 2021.
- B. In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- C. The District reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the District. This suspension will be without compensation to the Awarded Bidder, other than to adjust the contract completion/delivery requirements.

13. INSURANCE

The Awarded Bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Awarded Bidder, his agents, representatives, employees or subcontractors. The Awarded Bidder shall provide Chippewa Valley Schools with original Certificates of Insurance and endorsements for all coverage and renewals. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf.

Certificate(s) of Coverage shall be furnished by a company licensed and admitted to do business in the State of Michigan, have a current rating from AM Best Company of no less than A:VII, naming Chippewa Valley Schools as additionally insured. The Awarded Bidder shall secure, pay for the premium for, and keep adequate insurance in force until the expiration of the contract (or any renewal periods, whichever is later).

Any deductibles or self-insured retentions must be declared to and approved by the District. If a deductible or self-insured retention exists, the Awarded Bidder must provide the acceptable evidence of financial responsibility. In addition, they must present a list of claims in progress and status of such claims.

The successful Awarded Bidder will furnish evidence of insurance via an insurance certificate for the following insurance coverage:

Michigan Workers' Compensation insurance – Statutory (coverage A)

Employer's liability insurance - \$1,000,000 (coverage B)

Commercial automobile Liability insurance covering claims for bodily injury and property damage to others arising out of the use of motor vehicles, with a \$2,000,000 combined single limit for bodily injury and property damage liability. Coverage should apply to any auto.

Commercial liability insurance covering claims for bodily injury and property damage to others (including Products and Completed Operations) arising out of any negligent act or omission of the Awarded Bidder or any of its employees, agents, or subcontractors. The policy shall be an occurrence form, with the following limits:

- \$5,000,000 Each Occurrence, premises and operations
- \$5,000,000 Products and completed operations
- \$2,000,000 Personal and Advertising injury
- \$10,000,000 General Aggregate (**aggregate limits must be maintained by contract-the District to be advised of erosion of limits**)
- \$5,000,000 liability assumed under insured contract, including defense costs.
- \$50,000 fire damage (any one fire)
- \$10,000 medical payments (any one person)

14. HOLD HARMLESS

Awarded Bidder, employees and agents and subcontractors 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 seller hereunder, whether or not there is concurrent negligence on the part 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 Awarded Bidder or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

15. TERMINATION OF CONTRACT TO PURCHASE

If at any time, in the opinion of the District,

- 1) Awarded Bidder fails to conform to the requirements of this contract; or
- 2) Awarded Bidder seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt;
- 3) any legal proceedings are commenced against seller which may interfere with the performance of the contract; or
- 4) Awarded Bidder has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the Purchasing Supervisor within the time specified the District in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising therefrom will be charged against the

seller and his sureties, who will be liable thereof. In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the District; but such forfeiture will not release the seller or his sureties from liability for failure to fulfill the contract.

16. BID SUBMISSION INSTRUCTIONS

- A. The bidder, by making his/her bid, represents that he/she has read and understood the contract and bid documents, and that his/her bid is made in accordance therewith.
- B. Each bid shall be submitted in triplicate (3 copies) on the Bid Proposal Form and Bid Pricing Sheet furnished by the District and bound in the bid documents with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. All alterations or erasures shall be initialed by the bid signer.
- C. Fill in all blank spaces for bid prices in legible figures. Submit all copies of the bid, and any other documents required to be submitted with the bid, in a sealed opaque envelope. Indicate on outside of envelope, name of bidder, address, name of project for which bid is submitted, bid category code, and description and address of the party to receive the bid. If forwarded by mail, enclose sealed envelope containing bid in another envelope addressed as indicated with the notation, "Sealed Bid Enclosed" on the envelope face.
- D. Each copy of the bid shall include the legal name of the bidder and shall be signed by the person or persons legally authorized to bind the bidder to a contract. If bids are submitted by an agent, provide satisfactory evidence of agency authority.
- E. The bidder, by making his/her bid, represents that he/she has read and acknowledged that the project schedule is acceptable.
- F. The bid is to be based solely upon the materials and equipment established by the contract documents.
- G. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the ADVERTISEMENT FOR INVITATION TO BID, or any extension thereof made by addendum. Bids received after designated bid receipt deadlines will be returned unopened.
- H. Oral, telephone, facsimile, email or telegraphic bids are invalid and will not receive consideration.
- I. The Bid Proposal Form and Bid Pricing Sheet will be considered part of the contract document.

NOTE: Noncompliance with any one of the foregoing may justify rejection of the bid.

17. WITHDRAWAL OR REVISION OF BID

- A. Any submitted bid may be withdrawn prior to the scheduled time for opening of bid. Written notices shall be received in the Purchasing Department, Chippewa Valley Schools, 19120 Cass Avenue, Clinton Township, MI 48038.

- B. A bid may not be modified, withdrawn or canceled by the bidder for ninety (90) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.
- C. 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.
- D. Telecopied, email or facsimile copies of the proposal form and attachments will not be allowed.

18. ACCEPTANCE AND REJECTION OF BID

- A. Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, the following: delivery and/or completion time, quality, past performance, invoice accuracy and timeliness, financial stability, and references.
- B. The contract shall be awarded in the form of a Purchase Order mailed or facsimiled to the Awarded Bidder(s) selected.
- C. The District shall have the right to waive informality or irregularity in any bid received and to accept bids which, in his/her judgment, are in his/her own best interest.
- D. The District shall have the right to accept or reject voluntary alternates in any order or combination and to determine the low bidder on the basis of the unit prices, add alternates and any voluntary alternates accepted.

19. DELIVERY LOCATIONS

Athletic Director: Mr. Adam Schihl, ph: (586) 723-2400

Chippewa Valley High School, 18300 Nineteen Mile Road, Clinton Township, MI 48038

Chippewa Valley 9th Grade Center, 42755 Romeo Plank Road, Clinton Township, MI 48038

Algonquin Middle School, 19150 Briarwood Lane, Clinton Township, MI 48036

Wyandot Middle School, 39490 Garfield, Clinton Township, MI 48038

Athletic Director: Mr. Adam Demorest, ph: (586) 723-2800

Dakota High School, 21051 Twenty-One Mile Road, Macomb Township, MI 48044

Dakota 9th Grade Center, 21055 Twenty-One Mile Road, Macomb Township, MI 48044

Iroquois Middle School, 48301 Romeo Plank Road, Macomb Township, MI 48044

Seneca Middle School, 47200 Heydenreich, Macomb Township, MI 48044

BID PROPOSAL FORM

BID PACKAGE: Football Helmet Purchases ITB 13.2021

DISTRICT: Chippewa Valley Schools

DUE DATE: November 24, 2020, 2:00 p.m. local time.

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

LEGAL STATUS OF BIDDER

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

NAME OF BIDDER

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____ Website: _____

Contact Person: _____

Telephone: _____ x _____ Email: _____

ADDENDA

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

Addendum # _____ dated _____ Addendum # _____ dated _____

Addendum # _____ dated _____ Addendum # _____ dated _____

AGREEMENTS

The undersigned understands that the District reserves the right to reject any and all bids and to waive informalities and irregularities in bidding. District also reserves the right to hold bids for 90 days from the bid opening date. The District further reserves the right to accept or reject any or all Bids in whole or in part, or to waive informality therein. If in the District's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for any reason.

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, 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:

Name, title, and signature of individual duly authorized to execute contracts:

Name _____

Title _____

Signature _____

SUBCONTRACTING. List Company Name of Subcontractor, if any _____

Address of Subcontractor: _____

Subcontractor's Scope of Work: _____

PROMPT PAYMENT:

Are there prompt payment terms? _____% DISCOUNT _____ days

PRICE INCREASES:

Will Bidder be able to hold prices firm for up to 5 renewal contract periods? _____ Yes _____ No

If No, Bidder must indicate maximum % annual increase for renewal periods: _____%

LEAD TIME:

Delivery of New Helmets: _____

ALTERNATE PRODUCT:

If Bidder is submitting prices for an Equivalent Helmet, include Detailed Specifications in your bid.

Equivalent Manufacturer: _____ Replaces Manufacturer: _____

Equivalent Model: _____ Replaces Model: _____

Bidder shall provide samples of equivalent helmets for District’s evaluation within 3 business days of request. District shall not pay any costs to evaluate the sample helmets. Sample must be 100% identical (size, components, etc) to the helmet listed in the bid.

REFERENCES

Do NOT include Chippewa Valley Schools as one of your references. Provide three (3) references of K-12 schools, including contact person and phone number.

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

BID PRICING SHEET

NAME OF BIDDER

Firm Name: _____

BASE BID shall include costs for all possible services including delivery charges, whether known or unknown, at the time of bidding. Chippewa Valley Schools shall not incur any extra charges for any reason at any time. If Bidder is unable to provide this guarantee, Bidder shall detail every possible potential charge in their bid response.

Qty	Description	Youth Unit Cost	Varsity Unit Cost
BASE BID: BRAND NEW FOOTBALL HELMETS, Standard Paint			
1-20	A1: New Helmet, Riddell Speed (S - XLarge) DHS uses	\$	\$
21-40		\$	\$
41-60		\$	\$
1-20	A2: New Helmet, Riddell Speed Flex (S - XLarge) DHS uses	n/a	\$
21-40			\$
41-60			\$
1-10	A3: New Helmet, Air XP Pro (S – XLarge)	n/a	\$
11-20			\$
21-30			\$
1-10	A4: New Helmet, Youth Recruit Hybrid (S – XLarge)	\$	n/a
11-20		\$	
21-30		\$	
1-10	A5: New Helmet, Youth Vengeance A3+	\$	n/a
11-20		\$	
21-30		\$	
1-10	A6: New Helmet, Schutt Vengeance Z10	n/a	\$
11-20			\$
21-30			\$
1-10	A7: New Helmet, Schutt Vengeance VTD II	n/a	\$
11-20			\$
21-30			\$
	Extra Cost for SILVER Metallic Paint instead of Standard Paint	\$	\$
	Extra Cost for Hard Cup Chin Straps	\$	\$
	Extra Cost for Premium Specialty Cage	\$	\$
	CREDIT for Each Helmet Over 10 Years Old	(\$)	(\$)

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of _____ (the “Awarded Bidder”), pursuant to the compliance certification requirement provided in the Chippewa Valley Schools’ (the “School District”) Request For Proposals For Furniture, hereby certifies, represents and warrants that the Awarded Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Awarded Bidder is awarded a contract as a result of the aforementioned Request For Proposal, the Awarded Bidder will not become an “Iran linked business” at any time during the course of performing the Work or any services under the contract.

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

AWARDED BIDDER:

Name of Awarded Bidder _____

By: _____

Its: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____

STANDARD CONTRACT ACKNOWLEDGMENT

CHIPPEWA VALLEY SCHOOLS
PURCHASE OF FOOTBALL HELMETS ITB 13.2021

CONTRACT PERIOD: January 1, 2021 through December 31, 2021, with the option of 5 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 items set out in ITB 13.2021, and upon order of the Township of Clinton, Michigan, Vendor does hereby agree to supply and deliver brand new youth and adult football helmets to Chippewa Valley Schools in accordance with the terms of Vendor's submitted Bid Proposal and the Specifications in above referenced ITB, the items 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. Vendor agrees to provide qualified and experienced sales representation to oversee this contract. The Vendor agrees to replace employee upon District's request for any reason. The District can require Vendor to provide a particular person for sales support for any reason, so long as the requested person is Vendor's employee.

SECTION III. Vendor agrees to maintain insurance as required in the ITB. Chippewa Valley Schools shall be listed as additional insured on these policies. 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. Vendor also confirms that participation in this agreement is not the result of collusion or any act of fraud. Vendor has also disclosed any familial relations to employees or Board of Education at Chippewa Valley Schools.

SECTION IV. It is understood that the following documents: the Invitation to Bid and Vendor's Bid Proposal are hereby made a part and parcel of this contract and incorporated herein for all purposes.

SECTION V. Chippewa Valley Schools agrees to pay Vendor for satisfactory completed services at the prices listed in Bid Proposal with payment and credit terms agreed upon, subject to any discount terms. The date of any payment shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification as to quantities and quality herein provided, whichever is later.

SECTION VI. 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 VII. 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 Agent 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 any reason.

Vendor Information:

Chippewa Valley Schools' Information:

Company Name _____

Company Name _____

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____