

327 N. Grove St.
Delton, MI 49046

2-5-10

Delton Kellogg Schools District will accept bids for a "*Barry Southwest Sewer System Installation*" for the building trades home complying with the requirements below. Building trades home is located at 6693 Delton Rd. Delton, MI 49046. Bids must be received by 2:30 p.m. Friday, Feb 26, 2010. During the week of March 1, 2010 the Delton Kellogg Schools Assistant Superintendent will review all bids submitted and select a winning bid. No late bids will be accepted. All bids must be in sealed envelopes with the wording "**Sewer System for the Building Trades Home.**" No oral proposals will be accepted.

The Board of Education reserves the right to accept any item in the bid; to accept or reject any bid or all bids; to waive any informalities therein; or for reasons of establishing uniformity, to award the contract to other than the low bidders. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

Please send all bids to:
Delton Kellogg Schools
Attn: Paul Blacken, Assistant Superintendent of Operations
327 N. Grove St.
Delton Kellogg Schools
"**Sewer System for the Building Trades Home.**"

For questions regarding this RFP, please contact Rollie Ferris at rferris@dkschools.org or 269-998-1664.

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INSURANCE REQUIREMENT

The following types of insurance, limits of liability, and policy extensions are required of the successful bidder:

Workers' Compensation and Employer's Liability Insurance

Coverage A – Statutory
Coverage B - \$100,000 Per Accident

Broad Form Comprehensive General Liability Insurance
(including – Premises, Elevators, Contractor's Protective Liability, Contractual, Products & Completed Operations – including Broad Form Extensions)

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operation Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fire Legal	\$ 100,000

Sub-contractors Operations, Products – Completed Operations and Contractual Liabilities, plus such excess coverage as may be appropriate for the limits listed:

Comprehensive Automobile Liability Insurance (owned, hired, and non-owned automobiles)

Bodily	\$1,000,000 each Person \$1,000,000 each Occurrence
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Property Damage	\$1,000,000 each Occurrence
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Furnish owner with Contingent Liability Insurance Policy with coverage and liability limits the same as for Public Liability Insurance specified above. Designate on policy as assured, only the owners.

Furnish owner with contingent Property Damage Insurance Policy with coverage and liability limits the same as for Property Damage specified above. Designate on policy as assured, only the owners.

The contractor shall not commence work under the Contract until he has obtained all insurance stated in these specifications and the owner has reviewed all insurance and Certificates are to be made available to owner ten days prior.

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Bids **MUST** be clearly marked and sent to the following:

Delton Kellogg Schools
Attn: Paul Blacken, Assistant Superintendent
327 N. Grove St.
Delton Kellogg Schools
"Sewer System for the Building Trades Home."

As required by State Law (P.A. 232 of 2004), all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the districts school board, or the district's superintendent. The district school board shall not accept a bid that does not include this sworn and notarized disclosure statement.

INSTRUCTIONS TO BIDDERS

1. Bid price shall include delivery to the point of use. Where it shall be deemed necessary by school officials, the successful bidder shall be prepared to provide instruction in use and care of equipment delivered in both written form and on a demonstration basis.
2. Each group of items or individual item, if classified in this way, shall constitute a separate bid. The Board of Education, however, may accept a combined bid for all items bid by one bidder.
3. Delivery date is a part of the bid and must be submitted on the bid form at the time of bidding.
4. Bidders are required to use the bid form attached for base bids. Alternate bids may be attached to the bid form.
5. All bids shall be exclusive of applicable excise taxes and sales taxes. Exemption forms will be executed when necessary.
6. All bids shall be submitted in sealed envelopes clearly marked with the words "Sewer System for the Building Trades Home" and the name of the bidder.
7. In the event of discrepancies between the unit price and extension, the unit price shall prevail.
8. Manufacturer's written guarantees shall accompany each bid. Bidders may state in writing, additional guarantees which will become a part of the bid and considered in making awards.
9. Where applicable, service facilities and convenience of service will be considered as part of the bid. When necessary, bidders shall submit evidence of ability to install adequately, service or supply the required items, and that the sale or provision of such items or services is a substantial, regular and continuous part of the bidder's business.
- 10. Where applicable, bidders shall certify that all relevant Federal, State, and local laws have been complied with.**
11. Bid bonds or other security, performance bonds and necessary insurance certificates shall be supplied only when specifically requested.
- 12. No order awarded under these specifications, or any part thereof, shall be sublet or assigned without the written approval of the Superintendent.**
13. The bidder acknowledges that by submitting a bid, the specifications and other instructions are in the bidder's opinion, appropriate and adequate for the intended purpose.
14. Unless otherwise called for, two copies of the Bid Proposal Form and the Execution of Bid Form, must be submitted in a typewritten format, along with formal quotes attached with equipment and service agreements in a clear stated format.

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**STANDARD BID AND CONTRACT TERMS AND
CONDITIONS**

All bids are subject to the below Standard terms and Conditions

1. **Delivery:** All goods or services quoted must be delivered F.O.B (freight on board). Delton Kellogg Schools with all transportation charges prepaid and included in the bid price. Title does not transfer to the school district until receipt.
2. **Acceptance and Rejection:** The school district reserves the right to accept or reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
3. **Modifications:** The school district reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this bid as so modified and subsequent thereto.
4. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid information form. Further, as may be specified elsewhere, each bidder may submit with his bid; sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature previously submitted does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection. Include all warranty information.
5. **Patents:** The contractor agrees to hold and save the school system, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment, materials, supplies, or service covered by this contract.
6. **Taxes:** No taxes are to be included in any bid price. Generally, the school system is exempt from federal and state taxes. To the extent any sales, import or other taxes apply, they are to be listed and invoiced as a separate item.
7. **Performance and Default:** It is understood and agreed that the delivery date and/or the date of installation after receipt of the purchase order is the seller's best offer. In its acceptance of any quotation offer, the school district is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of seller's failure to deliver as and when promised, the school district reserves the right to cancel its accepting order, or any part thereof. The seller agrees that the school district may return all or part of any shipment so made, and may charge the seller with any loss or expenses sustained as a result of such failure to deliver as promised.
8. **Samples:** Samples may be requested as a part of this solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at the bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
9. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance. No bidder may withdraw his bid for a period of 60 days after the date set for the opening thereof, and all bids shall be subject to acceptance by the owner during this period.
10. **References:** References may be requested as a part of the solicitation or after the opening of bids. When requested they are to be furnished as called for. Failure to honor this request will cause the bidder to be subject to rejection.
11. **Experience:** The bidder must be a firm established not less than 5 years in the field for which this bid is solicited.
12. **Standards:** Items manufactured and/or fabricated assemblies subject to operation under

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pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source. Items shall be constructed and approved in accordance with any state or local requirement for labeling, or re-examination listing if identification marking of the appropriate safety standard organization. (American Society of Mechanical Engineers for pressure vessels, the Underwriters Laboratories and/or National Electric Manufacturers Association for electrically operated assemblies or the American Gas Association for gas operated assemblies). Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local and federal requirements relating to clean air and water pollution, handicapped access, fire codes, and any other safety considerations and local ordinances.

13. **Manufacturers' Names:** Unless indicated on the specific conditions, any manufacturers' names, trade names, brand names, or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the School District.
14. **Payment for Services Rendered:** The Buildings Trade program is a two (2) year program, therefore payment will be made on services actually performed during the appropriate school year.
15. **Background Checks:** Any contractor providing instruction to students must furnish a current employee background checks by fingerprinting records.

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EXECUTION OF BID

IMPORTANT:

PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED AS INDICATED.

In compliance with this invitation for bids, and subject to all the conditions herein, the undersigned offers and agrees, if this bid be accepted within 60 days from the date of the opening to furnish any or all items at the prices quoted.

Under penalty of perjury, the undersigned bidder certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or State antitrust laws.

DATE: _____

BIDDER _____

SIGNED (In Ink) _____

ABOVE SIGNATURE (Typed) _____

TITLE _____

STREET _____

P.O. BOX _____

CITY & STATE _____

TELEPHONE _____

FAX _____

BID

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AFFIDAVIT OF BIDDER OR CONTRACTOR

The undersigned, the owner or authorized officer of _____ (the "Bidder or Contractor"), pursuant to the familial disclosure requirement provided in the Delton Kellogg School District (the "School District") advertisement or request for construction, contractor, or capital outlay, or supply bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner or any employee of the bidder and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER OR CONTRACTOR:

By:.

Its:

STATE OF MICHIGAN)

)ss:

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2007, by

_____.

_____ Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____