

**REQUEST FOR BIDS  
FOR  
Removal and Replacement of Asphalt  
RFB # 23-945**

**TAYLOR SCHOOL DISTRICT  
23033 Northline Road  
Taylor, Michigan 48180  
Telephone: (734) 374-1200**

**Primary Contact: David Jones, Chief Financial Officer  
Issue date: September 14, 2022  
Proposal Due Date: September 28, 2022**

## **I. OVERVIEW**

### **1. Purpose**

Taylor School District (the "District"), a public school district operating in the State of Michigan, hereby publishes this Request for Bids for Asphalt Removal and Replacement, RFB 23-945 (the "RFB"), accepting proposals from companies that provide Door Replacement, the major components of which are described herein. The purpose of this RFB is to obtain bids from companies who can demonstrate a proven and successful track record of entering into agreements to provide such Services to public entities at competitive rates, especially public school districts. Unless expressly waived, the District will only consider bids conforming to or exceeding the requirements and specifications described herein:

### **2. District Point of Contact**

Unless otherwise stated herein, all questions or communication concerning and notices required by the RFB shall be directed to David Jones, Chief Financial Officer, 23033 Northline Road, Taylor, Michigan 48180, Phone: (734) 374-1200, ext. 10105, Email: [David.jones@taylorschools.net](mailto:David.jones@taylorschools.net). Any communication by a bidder that is directed towards the District and not in compliance with either the methods described in this provision or in compliance with the methods prescribed through the express written permission of the District or its agent or designated representative identified in this provision, will for the purpose of this RFB, be considered invalid and non-binding.

### **3. Anticipated Timeline**

- a. RFB posted to Newspaper of General Circulation: **09/14 & 09/18, 2022**
- b. Optional Walkthrough: **Contact Utility Department @ 313-295-5848**
- c. Deadline to submit inquiries: **12:00 pm, 09/26, 2022**
- d. Please contact the Utility Department @ **313-295-5848** for inquiries by **09/26, 2022**
- e. Expiration of bid period (bids due date): **12:00 p.m., 09/28, 2022.**

The District reserves the right, at any time, to add, amend and/or cancel the above dates and events. The District will provide reasonable notice of any change to the above timeline, in accordance with the contact preferences included in valid bids. The District will communicate inquiries and answers to inquiries received by any bidder, as addenda to this RFB, posted to SIGMA (<http://sigma.michigan.gov>). All times referenced in this RFB are and should be measured using the Eastern time zone time, as noted by the U.S. Atomic Digital Clock (<http://nist.time.gov>).

### **4. Bid Conference**

A post-bid issuance conference will be held on the date and location provided for in Section 3.b. above. The purpose of this conference will be to provide a forum where the District and prospective bidders can interact and discuss the District's Facilities, as it relates to the RFB. Bidders may attend, however it is not mandatory for this RFB.

## 5. Contractor Interviews

The District may require bidders and/or their employees who will be designated by the bidder to provide Services to participate in in-person or remote interview(s), before and/or following award of the bid to discuss bidder qualifications and bid details. The District will provide reasonable notice to any bidder selected for an interview, according to the contact preferences included in its valid bid.

## 6. Proposal Submittal

One (1) sealed original Proposal and two (2) sealed copies shall be received no later than the close of the Proposal period, **September, 28, 2022**, local time (Eastern), as established by the U.S. Atomic Digital clock (<http://nist.time.gov>). A Proposal will be considered received when placed in the mail or hand-delivered to the delivery contact in subsection 2 above, prior to the expiration of the Proposal period. Once “received” the Proposal packet will, aside from exceptions listed in subsection 12 below, be considered the personal property of the district. Late Proposals will not be accepted. Proposals received via e-mail, facsimile, or other electronic or other means other than that listed herein will not be accepted and will be considered non-conforming.

A Proposal will be deemed “late” if not received by the close of the Proposal Period or received on time, but post-dated or marked in a way that delays, disrupts or destroys the validity of the Proposal. Unless otherwise agreed to by the District and at the District’s discretion, all late Proposals will be rejected and destroyed after ten (10) days following the start of the District’s possession or otherwise returned to the Proposal, at the proposer’s expense.

A Bid Bond or certified check in the amount of 5% of the bid amount must accompany all bids in excess of \$23,417.

Bidder shall be required to furnish proof of Workers’ Compensation Insurance. Certificates of such insurance shall be filed with the Taylor Board of Education before any work or delivery begins. Notification of any policy changes or cancellations of insurance must be made known to Taylor Schools within twenty-four hours of notification.

On bids in excess of \$50,000, the accepted bidder will be required to furnish a satisfactory Performance Bond and a Labor Materials Payment Bond. Each bond shall be at 100% of the accepted bid. All bonds are at the expense of the bidder. Bonds shall be executed by a surety company authorized to do business in the State of Michigan and be listed in the current Federal Register or have a A.M. Best Rating of B+ or better.

At the time of public bid opening all bidders are required to provide a list of all subcontractors. Failure to specify subcontractors on bid documents will result in an incomplete bid. Taylor School District reserves the right to reject bids based upon subcontractors specified by bidder. Contractor must notify Taylor School District of any changes in subcontractors. No changes can be made in subcontractors from the approved list without the permission of Taylor School District. Failure to do so will constitute grounds for termination of the contract.

The terms and conditions of the contract shall cover all contracts made by the successful bidder with subcontractors. The successful bidder shall see to it that his subcontractors are fully informed with respect to these terms and conditions.

A “Release of Lien” form (commonly called Lien Waiver) signed by the appropriate subcontractor(s) must be submitted with all invoices to Taylor School District prior to approval for payment and payment.

Contractor and contractor employees must abide by the enclosed “Contractor Code of Conduct” (**Appendix E**).

In the case of solicited alternates Taylor School District has the right to select one or more alternates as additions or subtractions to the base bid.

Proposals shall be for the complete work as required by the contract documents.

**The bidder will be required to agree, if awarded a contract, to complete the contract on or before the contract completion date.**

The bid must state that all specified material shall be furnished and installed. The bid must include all labor, material, accessories or equipment for a complete and proper installation. All bidders are responsible for verifying accuracy of measurements and material required prior to submitting bids. Thickness and quantities of material required to satisfy this project is the sole responsibility of the successful contractor.

Contractor is responsible for housing the material until site is ready for installation. Material is to be wrapped and stored indoors in a well-ventilated area, protected from weather, moisture and soiling.

A Proposal received will not be considered valid unless the Proposal package meets all required documentation and certification, as specified in this RFB.

## **7. Proposal Delivery**

Proposals shall be addressed in sealed envelopes and shall include the following information on the face of the envelope: bidder’s name, address, subject matter of the proposal, and date and hour of the bid opening. The proposals shall be mailed via tracked method U.S. Postal Service or hand delivered to the District’s Primary Contact person at:

David Jones, Chief Financial Officer  
Taylor School District  
Re: RFB 23-945 – Door Replacement  
23033 Northline Road  
Taylor, Michigan 48180

## **8. Requests for Clarification**

Prospective bidders are encouraged to submit questions to the District to clarify information under this RFB (known as “Requests for Clarification”). Similarly, the District reserves the right to make its own Requests for Clarification to any or all bidders. A Request for Clarification will not be considered valid unless (1) it received by the Point of Contact, in writing, either by U.S. Mail, email or some other method expressly permitted by the Point of Contact, by the date and time listed in Section 3, and (2) it is clearly marked as pertaining to this RFB. While the District will attempt to provide a written response to all written Requests for Clarification within three (3) business days after the receipt, the District reserves the right to answer or refrain from answering all or part of any inquiry received, in accordance with the timelines stated herein and in accordance with its rights and obligations under law.

## **9. Addenda**

This RFB and all appendices incorporated by reference herein shall contain the entire invitation to make an offer for Services, excepting any subsequent addenda the District publishes. Therefore, except as otherwise provided herein, verbal representations by the District should be considered not effective on this bid unless accompanied by a writing. Prior to the expiration of the bid period, the District may amend this RFB through one or more addenda. If it becomes necessary to make an addendum, the District will post such to SIGMA and may or may not provide notice to bidders of doing so. It is the responsibility of all bidders to monitor SIGMA for updates. The validity and enforceability of such addenda will not be affected by the failure of a bidder to acknowledge receipt or respond to the addenda within the timelines provided by Section I.3, as amended by any applicable addenda.

## **10. Submission of a Valid Bid**

This is a Request for Bids only. The District will treat all valid bids as an offer by a bidder to negotiate a Removal and Replacement of Asphalt Contract (the “Contract”) with the District. The District reserves the right to reject any bid or bids, in whole or in part, that it determines in its sole discretion, does not comply with all of the following: (1) the bid is not actually received by the Point of Contact, in the form required and by the date and time specified in Section I.3; (2) the bid is not substantially reflective of or comport with bid specifications outlined in Section II below. The Point of Contact will provide reasonable notice to any and all bidders who submit any bid determined by the District to be invalid, pursuant to this section.

Prior to the award of a bid, the District may also reject an otherwise valid bid if it determines that a bidder communicated about the subject of this RFB or its bid with the District, any member of its Board of Directors, or any individual member, administrators, faculty, staff, student or employee, except for communication permitted in this RFB, or as otherwise permitted by applicable law.

A bid that is determined to be valid by the expiration of the bid period, but which is later determined by the District, in its sole discretion, to be based on either one of the following, may be immediately rejected by the District, by providing notice to any or all bidders, according to the notice instructions in bids submitted: (1) a bid found to be based on intentional misrepresentation or fraud; (2) a bid which

purports to violate state or federal law; (2) a bid which was made with prior understanding, agreement or connection with any person, firm or corporation making a Bid for the same Services.

A bid and all written responses to District Requests for Clarification by a bidder shall be deemed to represent the entire bid. The District shall consider any verbal representation made by a bidder and not accompanied by a writing to be not effective as to this RFB.

## **11. Confidentiality and Bid Materials**

By submitting a bid and other supporting documentation, pursuant to this RFB, a bidder agrees that all bid and related materials, whether hardcopy or digital become the personal property of the District. Notwithstanding, the District agrees to take reasonable measures to protect and prevent the unauthorized disclosure of properly-marked confidential material or industry trade secrets. The District will destroy all such materials received, within a reasonable time, upon rejection of a bid, or in the case such materials are no longer necessary to evaluate a bid or to inform the District in contract negotiations or during the contract period, unless otherwise agreed to between the parties. Notwithstanding, by submitting a bid and any related material, whether valid or not under this RFB, will be subject to the Freedom of Information Act, MCL 15.231 et. seq.

## **12. Valid Bid Withdrawal**

A bidder may withdraw their bid at any time prior to the expiration of the bid period, as set forth in Section 3 above. By submitting a valid bid, the bidder agrees that such bid shall not be withdrawn and shall be irrevocable, for a period of ninety (90) calendar days following the expiration of the bid period. Notwithstanding, the District and the bidder of a valid bid may stipulate by mutual written agreement to abandon the negotiation process following expiration of the bid period.

## **13. Bid Award**

The District reserves the right to reject any valid bid or bids, in whole or in part, that it determines in its sole discretion is not in the best interests of the District. Taylor based businesses may receive a preferential credit up to 3%, depending on the amount of the bid; the preferential credit is applied to the analysis used in determining the lowest qualified bidder. **In accordance with Board Policies 6320 and 6321, no award will be granted under this RFB, except upon approval and adoption by a quorum by the Board of Education.** Upon such a vote, the District will provide, within a reasonable time, notice of the award via a post to Sigma and via written notice of the award and relevant details, made to the selected bidder, in accordance with the notice requirements identified in the awarded bid or otherwise agreed to. The District reserves the right to award various portions of Services requested to one or more bidders or none at all. The District's award of one or more bids does not constitute a binding agreement between the District and any entity. By selecting a bid or bids for award, the District agrees to enter negotiations to finalize and execute the Contract. By entering into a bid process, neither party is bound to conclude a final contract with the other. If for any reason the District and the bidder(s) have not agreed upon and executed the Contract within sixty (60) days of the date of award, either party may, in its sole discretion and without incurring any liability, terminate or suspend negotiations. In such event, the District reserves the right proceed to finalize and execute an agreement with another bidder.

#### **14. Waiver of Defects**

Except for a clear violation of board policy or state or federal law, the District reserves the right to waive any irregularity or nonconformity in the RFB process or that found in any bid or its supporting documents, and the right to make an award to a bidder, other than a bidder submitting the lowest bid. If the District determines in its sole discretion that doing so is in the best interests of the District, the District will waive a irregularity or nonconformity by providing written notice to any or all bidders, within a reasonable time from when the irregularity or nonconformity was discovered.

#### **15. Bid Protest**

Pursuant to Board Policy 6320, bidders have the right to file a bid protest within seventy-two (72) hours of the opening of the bids. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings. Bidders are required to comply with all of the requirements of this RFB and Board Policy regarding the bid process. District Board Policy can be found at: <https://www.taylorschools.net/menu/our-district/board-of-education/board-policy/>.

#### **16. Finality**

Any decision made by the District, including bidder award selection, shall be final.

#### **17. Warranties and Release of Liability**

The District represents, warrants and covenants to any bidder that (1) the District is authorized to engage in activities required by this RFB and negotiate and execute the resulting Contract; (2) information included in this RFB relating to the District's specifications is true and complete to the best of the District's knowledge; (3) the District agrees to execute and deliver such further documents and assurances as requested by a bidder to carry out its obligations under a valid bid.

By submitting a valid bid, a bidder and/or its authorized agent/representative thereby represents, warrants and covenants to the District all such warrants and covenants express or implied in the Bidder Certification (**Appendix C**). By submitting a proposal, the proposer and/or its authorized agent/representative thereby represents, warrants and covenants that (1) the proposer is authorized to engage in Proposal activities under this RFB and negotiate any resulting contract; (2) the information included in any submitted proposal is, to the best of the proposer's knowledge, a true and correct representation of the facts; and (3) the Proposer submitting a proposal releases the District from any and all civil claims arising out of, and related to, the RFP process and the award of a Proposal.

#### **18. Bid-related Costs**

By submitting a valid bid and except as otherwise agreed to between the District and the bidder, bidders agree to bear all bid-related costs incurred by it, including but not limited all costs and liabilities incurred by the bidder in its preparation of a bid, communicating with the District, travel-related costs and costs related to research, production costs and communication costs incurred pursuant to contract negotiations.

## **19. Governing Law**

By submitting a valid bid and except as otherwise agreed to by the District and the bidder, a bidder agrees that any dispute, loss, injury, death and/or damages arising out of this RFP shall be governed by and construed in accordance with the laws of the State of Michigan.



## II. KEY SPECIFICATIONS

### 1. Bid Specifications

Taylor School District is accepting bids for the removal and replacement of Asphalt at Moody Elementary School, Staff Parking lot – 8280 Hipp - Taylor, MI 48180

The specifications for a conforming bid are as follows:

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. **Scope of Work: Remove and Replace Asphalt – Approximately 33,000 Square Feet**
  - 1. Remove existing asphalt or concrete surface to a maximum depth of 4"
  - 2. Grade, level, and compact existing gravel surface.
  - 3. Proof roll sub-base
  - 4. Apply 2" commercial grade hot mix 36A asphalt. Machine roll and compact to optimum density
  - 5. Apply 2" of commercial grade hot mix 1100T asphalt. Machine roll and compact to optimum density.
  - 6. Apply pavement markings
- B. **Scope of Work: Rip Out and Remove existing Concrete Curb – Approximately 320 LF**
  - 1. Rip out and remove designated footage of 18" concrete curb
  - 2. Haul away and dispose of debris
  - 3. Proof roll sub base, Grade, Level, and Compact
  - 4. Form and pour 18" curb with 6 bag 4000psi concrete, Broom finish. Contro: Joints as necessary

##### 1.2 SYSTEM DESCRIPTION

- A. Current System: Please contact Utility at (313) 295-5848.

##### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Remove and replace asphalt.
- B. Specific Labor and Materials: The labor and materials to provide on this project are as follows:

#### **Scope of Work: Remove and Replace Asphalt - Approximately 33,000 Square Feet**

- 1. Remove existing asphalt or concrete surface to a maximum depth of 4"
- 2. Grade, level, and compact existing gravel surface
- 3. Proof roll sub-base
- 4. Apply 2" of commercial grade hot mix 36A asphalt. Machine roll and compact to optimum density

5. Apply 2" of commercial grade hot mix 1100T asphalt. Machine roll and compact to optimum density
6. Apply Pavement markings

**Scope of Work: Rip Out and Remove existing Concrete Curb - Approximately 320 LF**

1. Rip out and remove designated footage of 18" concrete curb
2. Haul away and dispose of debris
3. Proof roll sub base, Grade, Level, and Compact
4. Form and pour 18" curb with 6 bag 4000psi concrete, Broom finish. Contro; Joints as necessary

#### 1.4 SUBMITTALS

- A. Warranties: Copies of warranties specified in this Section.
- B. Project Closeout Reports: Provide a report upon delivery of the project warranty. This report to include:
  1. Project Specifications.
  2. Project Summary.
  3. Progress reports as a result of door inspections.
  4. Job-site progress photos.
  5. Executed Contractor Guarantee
  6. Manufacturer warranty document
  7. Owners' manual describing maintenance and emergency repair.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Pre-installation Conference: Conduct conference at Project site. Comply with all specified project requirements. Review methods and procedures related to door system including, but not limited to, the following:
  1. Meet with Owner, Architect, Owner's Representatives, Owner's insurer if applicable.
  2. Review methods and procedures related to door installation, including manufacturer's written instructions.
  3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review governing regulations and requirements for insurance and certificates if applicable.
  5. Review temporary protection requirements for door, sidewalks during and after installation.
  6. Review door observation and repair procedures after door installation.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver asphalt to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage, if applicable.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by door system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect asphalt from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

#### 1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.8 WARRANTY

- A. Asphalt Warranty: Submit manufacturer's warranty in which manufacturer agrees to repair or replace components of asphalt that fail in materials or workmanship within specified warranty period. Provide the Owner with a list of Owner required asphalt maintenance to ensure warranty continuity.
  - 1. Warranty includes all asphalt.

## 2. Insurance

The successful Contractor shall be required to furnish the Owner with Public Liability Property Damage, Workmen's Compensation and Owners' Contingent (protective) Public Liability and Properly Damage and all other insurance as required by the laws of the State of Michigan.

The following types of insurance, limits of liability and policy extensions are required of the Contractor and (except for limits) all Sub-Contractors:

- a. Workmen's Compensation and Employer's Liability Insurance;
  - Coverage A - Statutory
  - Coverage B - \$100,000 per accident
- b. Board Form Comprehensive General Liability Insurance (including Operations - Premises, Elevators, and Contractor's Protective Liability).

Sub-Contractor's Operations, Productions - Completed Operations and Contractual Liabilities, plus excess coverage as may be appropriate for limits listed:

Bodily Injury	-\$1,000,000 each person
Personal Injury	-\$2,000,000 each person
	-\$2,000,000 aggregate products Completed operation
Property Damage	-\$2,000,000 each occurrence -\$2,000,000 aggregate

- c. Comprehensive Automobile Liability insurance (Owned, Hired and Non-Owned Automobiles):

Bodily Injury	-\$2,000,000 each person -\$2,000,000 each occurrence -\$5,000 Maximum Deductible
Property Damage	-\$2,000,000 each occurrence

- d. 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.
- e. Furnish Owner with contingent Property Damage Insurance policy with coverage and liability limits the same as for Property Damage as specified above. Designate on policy as assured, only the Owners.
- f. The Contractor shall not commence work under the contract until he has obtained all insurance requirements under these specifications and all insurance has been reviewed by the Owner.

Any insurance cost, which will be passed on to the Taylor School District as a separate item on an invoice or as a percentage of a total invoice on a job, must be presented as a cost in the total bid amount.

### 3. Pro Forma

A bid will not be considered valid unless it includes acknowledged and signed and notarized copies of the following: (1) Bidder Information Form (**Appendix A**), (2) Certification of No Familial Interest or Other Conflict of Interest (Notarized) (**Appendix B**), (3) Certification of Bidder Qualification Under the Iran Economic Sanctions Act, PA. 517 of 2012 (Notarized) (**Appendix C**), (4) Bidder Certification (**Appendix D**), (5) Contractor Code of Conduct (**Appendix E**) (6) W-9 (as requested) and any other documentation requested herein (e.g. resumes, certifications, letters of reference). A bid will not be considered valid unless furnished materials are accompanied by a signed cover letter setting forth a letter agreement with the draft terms of a contract agreement to provide the Services stated above. All other supporting documentation should be attached to the cover letter agreement as lettered exhibits.

### 4. Compliance with Applicable law

Any and all bids must comply with applicable local ordinances, state and federal law and regulations.

### III: CONFLICT OF INTEREST AND FAMILIAL RELATIONS CERTIFICATION

1. Pursuant to MCL 380.1203 and 388.1769b, a school board member may not vote on a contract in which the board member has a conflict of interest. A conflict may be presumed in the case of a familial relationship between a voting board member and a vendor. The District requires that Proposals must include a sworn and notarized statement disclosing “any familial relationship that exists between” the proposer and any member of the Board of Education and that no Proposals will be accepted without this sworn and notarized statement.”
2. Each proposer shall, along with its completed proposal, certify that the proposer is not aware of any conflict of interest or familial relation (**Appendix B**), verifying its compliance with all applicable law. It is the responsibility of the proposer to verify its compliance and each proposer warrants by submission of the certification that they have made a good faith and reasonable effort to verify compliance. Proposals without a sworn and notarized disclosure statement shall not be accepted.
3. The District shall, upon determination that a false certification has been submitted, provide written notice to the submitting proposer of its determination and of its intent to reject the Proposal and/or not to enter into or renew the resulting contract. The proposer may contest the determination within (30) days of receipt of the written notice, not to exceed the Proposal period. The notice shall provide information on how to contest the determination. The individual or entity noticed may become eligible for future contracts with the public entity if later shows an absence of any conflict of interest.

#### IV: IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

1. Michigan's Iran Economic Sanctions Act, P.A. 517 of 2012, MCL 129.311 *et seq.* (the "Act") prohibits an "Iran Linked Business" from submitting a proposal on a request for proposal with a public entity," which includes the Taylor School District. Pursuant to the Act, the District must require any responding proposer to certify that it is not an Iran Linked business as defined by the Act:
  - a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; OR
  - b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
2. Each proposer shall, along with its completed proposal, submit a completed Iran Economic Sanctions Act Certification Form (**Appendix C**), verifying its compliance with the Act. It is the responsibility of the proposer to verify its compliance and each proposer warrants by submission of the certification that they have made a good faith and reasonable effort to verify compliance. Proposals without a sworn and notarized Certification shall not be accepted.
3. The Taylor School District shall, upon determination that a false certification has been submitted, provide written notice to the submitting proposer of its determination and of its intent to reject the Proposal and/or not to enter into or renew the resulting contract. The proposer may contest the determination within (30) days of receipt of the written notice, not to exceed the Proposal period. The notice shall provide information on how to contest the determination. The individual or entity noticed may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked business are ceased.

## APPENDIX A

### **BIDDER INFORMATION FORM**

#### **1. Bidder/Company Information:**

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

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

Point of Contact (name, ph., email): \_\_\_\_\_

Number of years in business, as the company named above: \_\_\_\_\_

Minority Owned Business? Yes \_\_\_ No \_\_\_\_\_. (At least 51% owned by: females, persons of national origin minority (African-American, Alaskan, Middle Eastern, Hispanic, Native American, Asian).

Small Business Yes \_\_\_ No \_\_\_\_\_. Unionized? Yes \_\_\_ No \_\_\_\_.

#### **2. Financials:**

Federal ID Number: \_\_\_\_\_ Dun & Bradstreet (D-U-N-S) Number: \_\_\_\_\_

#### **3. Business Structure:**

Business entity type (if applicable): \_\_\_\_\_

State(s) of incorporation/qualified to do business: \_\_\_\_\_

#### **4. Experience:**

Years of experience with same projects as specified within RFB? \_\_\_\_\_

Has your company ever:

a. Failed to complete awarded services? \_\_\_\_\_

b. Been removed from awarded services? \_\_\_\_\_

c. Has the owner/principal(s) of the company ever filed bankruptcy? \_\_\_\_\_

d. Any past judgements, claims, arbitration proceedings, or pending suits against your organization or its Officers? If so, list

\_\_\_\_\_

#### **5. Qualifications:**

What makes your company uniquely qualified to provide services specified, according to this RFB?  
(please attach cover letter)

#### **6. References:**

Please attach at least one letter of reference from public entities with whom you have previously executed and successfully completed a contract to provide Services substantially similar to the ones described in the accompanying RFB ("Services"), and which may be used to assess your ability to successfully provide the Services. The references should describe the following, at a minimum: (1) identity, location and contact information of the authorized agent of the public entity(ies) with whom the bidder provided contract services, (2) describe the nature and scope of services provided, (3) the dollar value of Services, (4) and period of agreement. The District or its authorized representative may contact references provided and reserves the right to pose clarifying questions to the bidder.

**APPENDIX B****CERTIFICATION OF NO FAMILIAL RELATION OR OTHER  
CONFLICT OF INTEREST**

Pursuant to the board policy of Taylor Public Schools (the “District”) and the laws of the State of Michigan, the undersigned, the owner or authorized representative of the bidder does hereby represent and warrant that: to the best of his or her knowledge and belief, no familial relationship exists between the owner or any employee of the bidder and any member of the District Board of Directors, or the District Superintendent. A list of the Board of Education members and its Superintendent may be found at <http://www.taylorschools.net>.

The bidder further warrants and represents that, to the best of the bidder’s knowledge, the bidder’s participation in this bid process, including through execution of a resulting contract, there is no other current or potential conflict of interest created between the bidder, any employee, agent or representative of the bidder and any employee or board member of the District.

\_\_\_\_\_  
Printed name of Bidder/Agent

\_\_\_\_\_  
(Signature of Bidder/Agent)

\_\_\_\_\_  
Title of Bidder/Agent

\_\_\_\_\_  
Date of signature

STATE OF MICHIGAN \_\_\_\_\_)

) SS.

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022 by

\_\_\_\_\_  
(Signature of Notary)

**Notary Public**

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

My commission expires: \_\_\_\_\_

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



**APPENDIX C****CERTIFICATION OF BIDDER QUALIFICATION UNDER THE  
IRAN ECONOMIC SANCTIONS ACT, PA 517 of 2012**

The undersigned authorized officer of the below-named bidder hereby certifies, represents and warrants that the 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, MCL 129.311 et. seq (the “Act”), and that in the event bidder is awarded a contract as a result an RFB issued by Taylor Public Schools (the “District”), the bidder will not become an “Iran linked business” at any time during the course of performing any Services under a contract issued by the District.

The 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 District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person or entity who submits a false certification shall be ineligible to bid on an RFB for three (3) years from the date it is determined that the person or entity has submitted the false certification.

\_\_\_\_\_  
Name of Bidder Company

\_\_\_\_\_  
Printed Name of Bidder/Agent

\_\_\_\_\_  
(Signature of Bidder/Agent)

\_\_\_\_\_  
Title of Bidder/Agent

\_\_\_\_\_  
Date of signature

STATE OF MICHIGAN \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) SS.

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022 by

\_\_\_\_\_  
(Signature of Notary)

**Notary Public**

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

My commission expires: \_\_\_\_\_

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

## APPENDIX D

### BIDDER CERTIFICATION

The person or entity submitting the enclosed bid (“Bidder”) hereby certifies that they:

1. Are the individual/entity described in the Bidder Information Form (Appendix A), and that in submitting the bid, forms required by this RFB or responding to Requests for Clarification made under this RFB, to the best of their knowledge, they made no intentional misrepresentation or omission therein and are authorized to submit this bid and further engage in negotiations to conclude the Contract.
2. Read and carefully examined all aspects of the RFB, including applicable addenda, and intends to provide Services as described herein, subject to additional negotiations.
3. Included all documentation required by the RFB, and understands that they shall be responsible for any error or omission in the bid submission.
4. Made all desired Requests for Clarification and are satisfied with answers provided pursuant thereto.
5. Agree to comply with all federal, state and local law, regulation, policy and other requirements that apply to their eligibility to submit the bid, their performance under the RFB and any resulting contract.
6. Obtained the RFB and related documents directly from the Michigan Intergovernmental Trade Network ([www.bidnetdirect.com/mitn](http://www.bidnetdirect.com/mitn)), the District’s Proposal portal or an authorized representative of the District.
7. Certify the information they have provided is correct and agree, that pursuant to a final contract signed by the District and the bidder, to provide the scope of work in this RFB, including all terms and conditions, special provisions, specifications, addenda and the bidder pricing as set forth in these contract documents.
8. Understand that failure to comply with this certification gives the District the right to abandon the RFB process and/or cancel or fail to renew any resulting contract.
9. Waive any right of the bidder, its employees, representatives, agents, contractors, subsidiaries, affiliates, successors and/or assigns to protest any aspect of the award process and to hereby release the District from any and all administrative and civil claims arising out of, and related to the RFB process and the award of a bid.

\_\_\_\_\_  
Printed Name of Bidder/Agent

\_\_\_\_\_  
(Signature of Bidder/Agent)

\_\_\_\_\_  
Title of Bidder/Agent

\_\_\_\_\_  
Date of signature

**ACCEPTANCE AND AWARD OF PROPOSAL: (completed after board approval)**

As an awardee, your company is bound to enter negotiations for a final agreement and furnish any resources or information, as set forth in this bid and Contract documents. This bid has been recommended for award and has been approved by the Board of Education at the date indicated in the signed resolution below.

\_\_\_\_\_  
Printed Name of District’s Agent

\_\_\_\_\_  
(Signature of District’s Agent)

\_\_\_\_\_  
Title of District’s Agent

\_\_\_\_\_  
Date of signature

## **APPENDIX E**

### **Contractor Code of Conduct**

The purpose of the Taylor School District Organization and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Taylor School District for persons both contemplating performing work and performing work for Taylor Schools in the capacity of a contractor or sub-contractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by the any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract.

In general it is expected that everyone entering a Taylor School District facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

1. Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign in sheet must record the name, time in and out, the firm, and the signature of the individual.
2. All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.
3. Prior to the beginning of a job, the contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.
4. The contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.
5. Each person working in a school building or on school property shall comply with the following:
  - No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics
  - No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment
  - No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities)
  - A reasonable standard of dress must be followed, within the educational facilities where students and parents are or can be present; this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco or establishments that serve or promote the use of these substances
  - There shall be no use of profanity or obscene language or gestures
  - Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted

6. The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:
- All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials
  - Material storage is to be in an area designated by the Building Engineer
  - All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas
  - All trash, debris, and material must be removed from the worksite each day and disposed of offsite. District dumpsters and trash containers are not to be used by contractors for disposal
  - All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors
  - Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations
  - Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required
  - Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work
  - Contractors are to provide their own site safety plan for areas that they are working in
  - Contractors are reminded that there is asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction
  - Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.
7. The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees.

In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Taylor School District will be grounds for immediate removal from the building and the project.**

\_\_\_\_\_  
Name of Bidder Company

\_\_\_\_\_  
Printed Name of Bidder/Agent

\_\_\_\_\_  
(Signature of Bidder/Agent)

\_\_\_\_\_  
Title of Bidder/Agent

\_\_\_\_\_  
Date of signature