

BEECHER COMMUNITY SCHOOL DISTRICT

An NCA Accredited School District



Standard Instructions to Bidders

1. **Read, Review and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified within.
2. **Receipt & Opening of Bids:** Sealed bids will be accepted upon receipt in the Board of Education Office, Beecher Community Schools, 1020 W. Coldwater Road, Flint, MI 48505 until the time indicated on the attached Invitation to Bid for the goods or services listed in the specifications and will be publicly opened and read aloud.
3. **Iran Economic Sanctions Act Compliance Certification:** Compliance with the Iran Economic Sanctions Act (PA517 of 2012) is required. Each Bidder shall include a certification that they are not an "Iran Linked Business" as the term is defined in the Act. ***Failure to submit the required Iran Economic Sanctions Act Compliance Certification will result in disqualification of the Bidder without exception.*** (Iran Economic Sanctions Act Compliance Certification attached)
4. **Familial Disclosure Affidavit:** Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education of the Superintendent of the School District. ***Failure to submit the required Familial Disclosure Affidavit will result in disqualification of the Bidder without exception.*** (Familial Disclosure Affidavit Attached)
5. **Form of Bid:** Bids shall be submitted in an easy to read form with any exceptions, deviations or modifications to the published requirements clearly noted and explained.
6. **Submission of Bids:**
 - A) Envelopes containing bids shall be sealed and clearly marked on the outside of the envelope with the name and address of the bidder, the title of the project, and the date and time of the scheduled bid opening.
 - B) Any bid received after the scheduled opening time will not be accepted.
 - C) Any bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening.
 - D) Unless otherwise specified, no bid may be withdrawn, changed, or modified in any way for a period of ninety (90) calendar days from the date of the bid opening.
 - E) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
 - F) Bids received prior to the time of bid opening will be securely kept unopened. No responsibility will attach to any officer or employee of the School District for the premature opening of a bid not properly addressed or identified.
 - G) If either a unit price or extended price is obviously in error, or the other is obviously correct, the incorrect price will be disregarded.
7. **Brand Names:** Wherever in the specifications or proposal form brand names, trade names, manufacturer, or catalog numbers are used, it is for establishing a grade or quality level only and the phrase "or equal" is deemed to follow unless a prequalified list or the term "only", "no exceptions", or similar phrase is included.

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8. **Taxes:** Beecher Community Schools is exempt from State and Federal taxes. *However*, property purchased by a contractor to be used in the construction, alteration, repair, or improvement of fixed property owned by the School District is taxable to the contractor. Therefore, the price bid for contracts other than construction contracts must be exclusive of taxes and will be so construed. Construction contracts will be construed to include all applicable taxes unless the contract specifies otherwise.
9. **Acceptance of Bids:** Beecher Community Schools will award to the lowest, responsive, responsible *vendor* that meets the functional requirements and needs expressed by the specifications. Receipt of a purchase order or properly executed contract covering the materials or services as described in the bid will indicate the award of bid and contract of purchase.
10. **Beecher Community School's Rights:** Beecher Community Schools reserves the right to accept or reject any or all bids, to waive irregularities or defects, to award on a split-order or lump-sum basis, and accept other than the low bid when deemed to be in the School District best interests. 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.
11. **Delivery:** Bids shall include all delivery charges with terms of Freight Prepay. Title shall not transfer to the School District until receipt.
12. **Laws:** The laws of the State of Michigan shall *govern* the rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
13. **Disclosure:** All of the information included in your bid response is subject to the "Freedom of Information Act" and may be disclosed in its entirety after the formal, public bid opening has been completed.
14. **Independent Price Determination:** By submission of this proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
15. **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 will cause the bidder to be subject to rejection.
16. **Payment Discounts:** Cash discounts may be considered in determining the successful bidder. If a cash discount is offered and accepted it will be considered earned if paid within 30 days after receipt of the correct invoice or acceptance of goods, whichever is later.
17. **Indemnification:** 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 or use of equipment, materials, supplies, or services *covered* by this contract.
18. **Certificate of Insurance:** Beecher Community Schools requires all contractors to procure and maintain for the duration of any work performed, commercial general liability with Beecher Community Schools listed as additional insured. The preferred limit for general liability is \$ 1,000,000. Also required is workers' compensation insurance with Beecher Community Schools listed as certificate holder. Beecher Community Schools, prior to the beginning of work for the district, must receive and accept your certificate of insurance.

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Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)

)ss

COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:

(insert name of affiant)

1. I am a/the:

- President
- Vice-President
- Chief Executive Officer
- Member
- Partner
- Owner
- Other (please specify) _____

of [insert name of contractor], a bidder for business services at Beecher Community School District.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

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3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the business services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,

Michigan, on the ___ day of _____, 20__

_____ (signature)

_____ (printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

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Attachment B – Iran Economic Sanctions Act Certification

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of business services to Beecher Community School District. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)