

# School District of the City of Royal Oak

## INVITATION TO BID

DATE July 24, 2008

The School District of the City of Royal Oak District will accept sealed bids for:

### **“Elevator Repair Royal Oak Middle School”**

Bid documents are available at: <http://www.royaloakschools.com/portal/bids>

Sealed bids should be submitted to Andy Linell, Executive Director Business Services and Technology, 1123 Lexington Boulevard, Royal Oak, MI 48073. Bids are to be submitted no later than **10:00 AM local time on Monday August 11, 2008**. Late bids will not be considered. Bids will be publicly opened immediately following the close of receiving bids.

Certified check or Bid Bond must accompany each proposal by an approved surety company in an amount not less than 5% of the proposal amount. Price proposal shall be good for a period of no less than thirty (30)-days from bid date.

The Owner reserves the right to waive any irregularities, reject any or all bids, or accept any bid when in the opinion of the Owner such action will best serve the district's interest.

The contents of the Bid Specification and Bidder's Response shall be incorporated into the contract, if a contract ensues.

Bids are to be submitted on our Bid Proposal Form, signed by the bidder, in a sealed envelope clearly marked. Two (2) copies of the Bid Proposal Form should be addressed to the attention of:

G. Anders Linell  
Executive Director Business Services and  
Technology  
School District of the City of Royal Oak  
1123 Lexington Blvd  
Royal Oak, MI 48073

### **“Elevator Repair Royal Oak Middle School - BID”**

One (1) copy of the bid form should be retained for your files. Any document or bidding questions, please contact Andy Linell at (248) 435-8400.

## INSTRUCTIONS TO BIDDERS

### GENERAL CONDITIONS:

1. Proposal/Intent

Furnish materials and labor to complete projects according to the attached specifications.

2. Types of Proposals

Lump sum proposal for all the schools will be awarded. Note any recommended alternates on the attached form.

3. Receipt of Bids

Bids will be received at School District of the City of Royal Oak Administration Building located at 1123 Lexington Boulevard, Royal Oak, MI 48073. Bids are to be submitted no later than **10:00 AM local time on August 11, 2008**. Bids will be publicly opened at this time. Late bids will not be accepted. No oral, telephonic or telegraphic proposals shall be considered.

4. Bidders' Qualifications

Bidders shall be able to demonstrate the following:

Shall be reputable, recognized organization with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.

5. Warranty

Contractor shall warranty materials and installation of all components for a period of 18 months from date of acceptance by the owner of job completion.

6. Meetings

Post bid meeting will be held the week of the bid opening. Please make yourself available.

7. Work Schedule

Project Start:	After notification
Completion:	September 15, 2008.
Work Hours:	6:30am to 4pm. After September 2, school will be in session.

8. Clean-up and Disposal

The Contractor shall be responsible to clean-up all debris and dispose of it off-site.

9. Damage Repair

A survey of the site will be conducted to determine current site conditions. The contractor shall be responsible to repair any damage to the site, which occurs during this project.

10. Submittal of Bid

Before submitting a bid, bidders shall carefully read all of the specifications in order to avoid omission or duplications and to ensure a complete project, bidders shall visit the premises, verify site conditions and conditions under which work under the contract must be conducted. Submission of a bid signifies that the bidder has visited the project premises, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid to the successful bidder, due to said successful bidder's failure to be so informed.

Bids shall be submitted in duplicate on forms provided by the Owner and shall be delivered in a sealed, opaque envelope clearly marked as to the contents to the attention of:

G. Anders Linell  
Executive Director Business Services and Technology  
School District of the City of Royal Oak  
1123 Lexington Blvd.  
Royal Oak, MI 48073  
**BID: Elevator Repair Royal Oak Middle School**

11. Familial Relationship

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid 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 Board, or the superintendent of the school district. **BE SURE TO INCLUDE IT IN YOUR BID. A COPY OF THE FORM IS INCLUDED.**

12. Withdrawal of Bids

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids. No proposals may be withdrawn for at least thirty (30) days after the scheduled closing time of the bid.

13. Firm Prices

Prices and notations must be typed or in ink. No erasures are permitted. Mistakes may be crossed out and corrections entered and initialed, in ink, by the person signing the proposal.

Payment shall be made within 30 days of the receipt of the pay application.

14. Delivery/Installation

The Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur on a daily basis. Failure to do so will result in the Owner doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price.

The Contractor shall provide an adequate number of qualified, experienced installers, in harmony with other works at the site.

15. Bonds

Bid Bond or certified check, for an amount not less than five (5%) percent of the amount of the bid, must accompany each bid. The check or bond of each unsuccessful bidder will be returned within ten (10) days after the bid is awarded. Failure of any accepted bidder to enter into a contract to complete the specified work may forfeit his bid security. Failure to submit proper bid security shall constitute rejection of bid.

16. Performance Bond/Payment Bond

For contracts greater than \$50,000, prior to the work commencing, the successful bidder shall enter into a contract with the Owner and shall execute and file with the Owner, the following in the amount 100% equal to full contract sum. Include cost of this in your base bid.

The Performance Bond must insure the faithful performance of all provisions of the contract and satisfactory completion of the specified work, within the time agreed upon.

The Payment Bond must insure the payment and protection of claimants supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract. The successful contractor's bond company must be listed by the State of Michigan as a licensed carrier and have an excellent or superior rating from AM Best Company.

17. Safety

The Contractor: shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures; shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract; shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractors; and shall have an accident prevention representative at the site.

The contract for construction and the agreement also require that the Contractor indemnify the Owner in the event of certain claims arising out of the performance of the work.

18. Insurance Requirements

The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a. Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- b. Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence in the same amount made for bodily injury and property damage. Policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. Policy shall be endorsed to provide sixty (60) days written notice to the Owner of any material change of coverage, cancellation, or non-renewal of coverage.
- c. If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d. Owner's Contractor's Protective Policy-comprehensive in the name of the Owner, with a minimum combined single limit of \$1,000,000 per occurrence in the same amount for bodily injury or property damage.

- e. Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.
- f. All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A rating by AM Best.
- g. The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

19. Permits, Fees, Regulations and Taxes

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work.

If any of the work of the Contractor is done contrary to such laws, ordinance rules and regulations without such notice, he shall bear all costs arising there from. The Contractor shall include all cost and taxes in its bid, and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

The Owner is NOT automatically exempt from State of Michigan Sales and Use Taxes. The Owner must pay these taxes when materials are to be incorporated into realty. Hence, for materials that are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Contractor. The Owner is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure.

20. Bids, Notifications, Claims and Statements shall be signed as follows:

Corporations; Signature of officials shall be accompanied by a certified copy of resolution of the Board of Directors authorizing the individual signing to bind the corporation. Affix official corporate seal.

Partnerships; Signature of official shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners.

21. Owner Is An Equal Opportunity Employer

The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, Contractors and Subcontractors are obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

22. Michigan Right to Know Law

School District of the City of Royal Oak will comply with the Michigan Right to Know Law by informing Contractors of hazardous chemicals to which they may be exposed. All Contractors will be required to provide Material Safety Data Sheets for any hazardous chemicals brought to the workplace. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

23. Asbestos Hazard Emergency Response Act

As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, each school district is responsible for providing contractors with information regarding locations of known or assumed asbestos containing material prior to the Contractor entering a building under the school district's jurisdiction. The successful bidder will be required to complete the school district's Contractor Notification forms.

24. General Conditions

The Owner reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in the Owner's opinion, is in the Owner's best interest.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

No responsibility shall attach to the Owner, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the Owner or by any other person.

25. Opening and Awarding of Bids

Bids will be publicly opened at the School District of the City of Royal Oak Administration Office, 1123 Lexington, Royal oak MI 48073 at **10:00 AM on Monday, August 11, 2008.**

26. After award, contractor will have one week to turn over all appropriate bond and insurance papers.

The recommendation for award will be submitted to the Board of Education at the regular Board of Education Meeting to be held on **Thursday, August 14, 2008 at 7:00 PM.**

**See specifications form**

### BID PROPOSAL FORM

**The undersigned certifies that the bid contained meets or exceeds the attached specifications**

Total Bid Price \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At least 2 references include company, phone number and contact person.

\_\_\_\_\_

Where addendums received? \_\_\_\_\_

Can you complete this project in the time line specified? \_\_\_\_\_

Is warranty included? \_\_\_\_\_

Is bid bond included? \_\_\_\_\_

Is Familiar disclosure form included? \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORIZED NAME (TYPED/PRINTED): \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

DATE: \_\_\_\_\_



BID FOR  
ELEVATOR REPAIR

Royal Oak School District is accepting sealed bids for elevator repair at Royal Oak Middle School. Sealed bids are due Monday, August 11, 2008 at 10:00 a.m. addressed to the attention of: G. Anders Linell, Executive Director Business Services at 1123 Lexington Blvd., Royal Oak, MI 48073. Late or faxed bids will not be accepted or considered. All bids will be publicly opened and read aloud at the time bids are due. Bidder must provide a bid bond or certified check equal to 5% of the amount of the bid. Any questions call G. Anders Linell at 248-435-8400 ext.214. The District reserves the right to accept or reject any or all proposals in whole or in part waive any irregularities therein, and to award the contract to other than the low bidder. No proposal may be withdrawn for a period of thirty (30) calendar days after due date.