



**REQUEST FOR PROPOSALS
FOR**

RFP #2425-17

**ASPHALT CRACK SEAL & PARKING LOT STRIPING 2025-2027
(3-YEAR BID)**

**TROY SCHOOL DISTRICT
Attention: Larry Franckowiak
Maintenance & Operation Supervisor**

1140 Rankin, Troy, Michigan 48083

Telephone: (248) 823-4074

Fax: (248) 823-4077

I. OVERVIEW

1.1. **PURPOSE**

The purpose of the Request For Proposals (“RFP”) is for Troy School District (the “School District”) to obtain proposals from qualified contractors for RFP #2425-17 – Troy School District Asphalt Crack Seal & Parking Lot Striping 2025-2027 (3-Year Bid) (the “Work”). This work is located at various building locations within the Troy School District.

1.1.1 **Proposal/Intent**

Furnish materials and labor to provide all materials and installation associated with the attached drawings and specifications.

Use of Manufacturers' numbers and other requirements set forth in Specifications are not intended to preclude use of any other approved manufacturer's products or procedures which may be equivalent, solely as determined by the Owner, but are given for the purpose of establishing standards for design, function and quality of materials, construction and workmanship

1.2. **SELECTION TIMELINE**

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s **anticipated timeline** for its selection process is:

Issuance of this RFP April 14, 2025

There is no Pre-Proposal Meeting

Deadline for written Requests For Clarifications 12:00 p.m. Local Time, April 21, 2025

DUE DATE FOR PROPOSALS 11:00 a.m. Local Time, April 28, 2025

School District’s Consideration of the Contract May 20, 2025

Commencement of Work Not before June 6, 2025

School Completion of Work Not after September 2, 2025

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it is determined to be in its best interest.

II. **SUBMISSION OF PROPOSALS**

2.1. **PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

The Due Date for receipt of Proposals is:

Monday, April 28, 2025 at 11:00 a.m. Local Time (the “Due Date”)

- 2.1.1. **Sealed Proposals:** All physical bids will be accepted in person or via delivery service prior to 11:00 a.m. (local time) on Monday, April 28, 2025. No bids will be accepted after this date and time.
- 2.1.2. **Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 2.1.3. **Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.
- 2.1.4. **Signed Original Proposal:** Each Proposal must be signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX, or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 2.1.5. **Opening of Proposals:** At the Due Date stated above, all submitted Proposals will be publicly opened immediately following the close of receiving bids and read aloud in the main conference room at Troy School District Maintenance and Operations Building, located at 1140 Rankin, Troy, MI 48083. Any interested parties may attend. No immediate decision will be made.
- 2.1.6. **E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.
- 2.1.7. **Additional Requests For Clarification:** Prospective Contractors may request that the School District clarify the information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests for Clarification within five (5) business days after receipt of such a request. The School District will not respond to any Request for Clarification received after **12:00 p.m. on April 21, 2025**. Requests For Clarification and inquiries must be made via e-mail. All Requests for Clarification must be directed to Larry Franckowiak at purchasingoffice@troy.k12.mi.us (Subject Line: RFP#2425-17 Request for Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Contractor’s responsibility to check the School District’s website prior to the RFP Due Date to ensure that it has received all the information, including, but not limited to, all Addenda to this RFP.
- 2.1.8. **Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.7 above, or as otherwise required by applicable law.

- 2.1.9. Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District's website, and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.
- 2.1.10. RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 2.1.11. Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 2.1.12. Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event the Contractor's Proposal is accepted by the School District and the Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.
- 2.1.13. Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- 2.1.14. Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 2.1.15. Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.
- 2.1.16. Collusive Bidding:** The Contractor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.2. **PROPOSAL REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1, and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the "Contract" and referred to throughout the Contract as the "Agreement") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal.

Each Proposal must include, at a minimum, the following:

- 2.2.1 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.
- 2.2.2 References – Each Proposal must include detailed evidence that the Contractor is currently providing Work for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of work provided. This should include school districts of similar size and scope as the School District.
- 2.2.3 Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 2.2.4 Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.
- 2.2.5 A completed Proposal Pricing Form provided as **ATTACHMENT A**.
- 2.2.6 A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.
- 2.2.7 A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.

2.3. **SPECIFICATIONS - TECHNICAL**

2.4. **DRAWINGS – SITE MAPS**

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the Troy School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT A**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1. Familial Disclosure Affidavit: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School District's Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B**.

3.1.1.2. Iran Economic Sanctions Act: In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C**.

3.1.1.3. Bid Security: Contractors must submit with its Proposal bid security in the form of a Bid Bond issued by a qualified surety or certified check/money order in an amount of five percent (5%) of the Proposal ("Bid Security"). Failure to include this Bid Security with the Contractor's Proposal will result in the rejection of your Proposal.

If a Bid Bond is posted by a Contractor, it shall be from a Treasury Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executes the Bid Bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check/money order is submitted, it shall be made payable to "Troy School District." The School District shall not be liable for any interest earned thereon. The Bid Security shall be forfeited as liquidated damages, and not as a penalty, if the Contractor withdraws its Proposal after the Due Date for submission of Proposals or, upon acceptance of its Proposal by the School District, the Contractor fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required Performance Bond and/or Payment Bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Contractor.

Bid Bonds shall be duly executed by the Contractor, as the principle and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better. Bid Security shall be returned to all non-successful Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor. The bid bond can be included with the proposal as submitted through Buildingconnected.com. If the bid security is a certified check/money order, this must be delivered to the following address: 1140 Rankin Street, Troy, MI 48083 prior to the bid due date and time.

3.1.1.4. Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

3.1.1.5. General Indemnification: Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Troy School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.6. Compliance With Laws: Contractor shall comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants, and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations, and licensing and permitting requirements applicable to the Contract. Contractor shall indemnify, defend, and hold the School District harmless from any liability from its failure to so comply.

3.1.1.7. Right to Terminate on Breach: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment or products to the School District at a location to be designated by the School District.

3.1.1.8. Pricing: Prices quoted are to be F.O.B. to Troy School District. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.9. Taxes: This project is NOT exempt from taxes.

3.1.1.10. Proposal Withdrawal: Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

3.1.1.11. Competition: The name of a model, manufacturer, or brand in this RFP shall not be considered as exclusive of other brands. Brands and models specified in this RFP are preferred. The School District expects all supplies, materials, equipment, or products bid by a Contractor to meet or exceed the Specifications set forth in this RFP. Further, it is the School District's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name, or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment, or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The School District in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor meet the Specifications contained in this RFP and possess equivalent and/or better qualities. It is the Contractor's responsibility to notify the School District in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the School District prior to the Due Date for Proposals. Any and all deviations from Specifications must be noted on the Proposal Form.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

- 4.2.1.** Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
- 4.2.2.** List of Contractor's References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of Work/services provided.
- 4.2.3.** Contractor's Verification of addenda to the RFP, if any.
- 4.2.4.** Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 4.2.5.** A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B**.
- 4.2.6.** A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C**.

4.2.7. Bidder's Qualifications - Bidders shall be able to demonstrate the following:

Shall be a 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. The District, as part of the bidder's qualifications, can include as part of the criteria for determining which vendor to recommend to the Board, information on whether the vendor or the owner is a taxpayer in the District (local vendor consideration). The bid form has a place for the bidder to indicate if they fall within this criterion. If necessary, the District will ask for information documenting this bidder's status after the bid opening.

4.2.8. Warranty - The contractor shall warranty materials and installation of all components for a period of 6 months from the date of acceptance by the owner of job completion.

4.2.9. Project Meeting - Pre-job conference to be scheduled within five (5) days after the award, to be determined by Larry Franckowiak, at (248) 823-4074.

4.2.10 Work Schedule

Project Start:	Not before June 6, 2025, except on weekends.
Completion:	Not after September 2, 2025
Work Hours:	Monday through Saturday 7AM to 7PM

4.2.11 Clean-up and Disposal - The Contractor shall be responsible to clean-up all debris and dispose of it off- site. This MUST BE DONE DAILY. If the District has to clean up after contractors, there will be a \$500 per event fee in addition to disposal costs.

4.2.12 Damage Repair - A survey of the site will be conducted, and documented by the contractor, to determine current site conditions. The contractor shall be responsible to repair any damage to the site, which occurs during this project.

4.2.13 Submittal of Bid - Before submitting a bid, bidders shall carefully read all of the specifications in order to avoid omission or duplications. 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 done 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 the said successful bidder's failure to be so informed.

Any exceptions to the terms and conditions contained in this RFP or the form Contract attached to this RFP, if there is one attached, or any other special considerations or conditions requested or required by the bidder MUST be specifically enumerated by the bidder and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP or form of Contact cannot be met by, or in the bidder's opinion should not be applicable to, the bidder.

The bidder shall be required and expected to meet the specification and the requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the bidder's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

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

Mr. Larry Franckowiak
Maintenance & Operations Supervisor
Troy School District
1140 Rankin Dr
Troy, MI 48083

4.2.14 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. The District shall not accept a bid that does not include this sworn and notarized disclosure statement.

4.2.15 Iran Economics Sanctions Act - Each bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, PA 516 of 201.

4.2.16 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 sixty (60) days after the scheduled closing time of the bid.

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

In the event of discrepancy between the unit price and the extension, the UNIT PRICE SHALL GOVERN. The price inserted must be net including all freight, discounts, rebates, and allowances.

4.2.18 Delivery/Installation - If applicable, time of delivery is part of the consideration. It is understood that the bidder agrees to deliver prepaid to the schools specified from the resulting contract, all items. All costs of delivery, drayage, freight, packing, unpacking, and setup are to be included in the prices bid.

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.

- 4.2.19 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.

Performance Bond/Payment Bond

Within fourteen (14) days after date of issuance of written notice of selection for the award of a contract, which shall be considered as the notice to proceed, 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.

The Performance Bond must ensure 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 ensure 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.

- 4.2.20 Prevailing Wage** - This is not a prevailing wage project.

- 4.2.21 Safety** - Under the "General Conditions of the Contract for Construction" of the contract to be awarded, the Contractor.

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

The general conditions of 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.

4.2.22 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, \$1,000,000 aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. The policy shall be endorsed to provide sixty (60) days' written notice to the District 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 (onshore) 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.

4.2.23 Compliance with School Safety Initiative Legislation - Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.12309.

The Bidder acknowledges and agrees that the Bidder will have any and all of its installation personnel (including sub-contractors) subjected to criminal history and background checks. **Personnel that fall into this group will be working on District premises for more than one continuous week.** Criminal history and background checks will be done within a year of the beginning of the project and should be completed before work begins on this project.

The Bidder is required to provide written documentation listing all personnel who fall into the group indicated in the above paragraph. The documentation will also verify that none of the personnel have a "listed offense" as indicated below. This documentation is to be provided before the beginning of the project and updated as necessary for any additions or subtractions from the list as long as the project lasts.

The Bidder shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Bidder's failure to comply with the above paragraphs.

The Bidder shall be responsible for all costs and expenses associated with the above-required criminal history and background checks.

LISTED OFFENSES

1. MCL 750.145a - Accosting, enticing or soliciting child (less than 16 years of age) for immoral purposes.
2. MCL 750.145b -Accosting, enticing or soliciting child (less than 16 years of age) immoral purposes - second or subsequent offenses.
3. MCL 750.145c - Involvement in child sexually abusive activity or material, including possession of child sexually abusive material ("child" is a person less than 18 years of age who has not been legally emancipated.)
4. MCL 750.158 - Crime against nature (i.e., sodomy and bestiality) if the victim is an individual less than 18 years of age.
5. A third of subsequent violation of any combination of the following:
 - a. MCL 750.167(1)(f) - indecent or obscene conduct in a public place.
 - b. MCL 750.335a - indecent exposure.
 - c. A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), *supra*.
6. Except for juvenile disposition or adjudication, a violation of:
 - a. MCL 750.338 - gross indecency between males; fellatio or masturbation.
 - b. MCL 750.338a - gross indecency between females; oral sex.
 - c. MCL 750.338b - gross indecency between male and female persons, if the victim is an individual less than 18 years of age.
7. MCL 750.349 - Kidnapping, if victim is an individual less than 18 years of age.
8. MCL 750.350 - Kidnapping; child under 14 years of age with intent to detain or conceal from child's parent or legal guardian.
9. MCL 750.448 - Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age.

10. MCL 750.455 - Pandering
11. MCL 750.520b - First degree criminal sexual conduct.
12. MCL 750.520c - Second degree criminal sexual conduct.
13. MCL 750.520d - Third degree criminal sexual conduct.
14. MCL 750.520e - Fourth degree criminal sexual conduct.
15. MCL 750.520g - Assault with intent to commit criminal sexual conduct.
16. Any other violation of a law of the state or a local ordinance of municipality that by its nature constitutes a sexual offense against an individual who is less than 18 years of age.
17. MCL 750.10a - Offense by sexually delinquent person (i.e., "any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others, or by the use of force upon another person in attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16").
18. An attempt or conspiracy to commit an offense described in (1) through (17).
19. An offense substantially similar to an offense described in (1) through (17) under a law of the United States, any state, or any country or any tribal or military law.

4.2.24 Termination by the District for Convenience - The District may, at any time, terminate the Contract for the District's convenience and without cause. Upon receipt of written notice from the District of such termination for the District's convenience, the Contractor shall:

- (1) Cease operations as directed by the District in the notice.
- (2) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
- (3) Except for Work directed to performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

4.2.25 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.

4.2.26 Michigan Right to Know Law – Troy School District 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.

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

The District reserves the right to declare as non-responsive and reject any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open.

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.

The District expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by the District in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in detail enough for the District to understand the Bidder's intent.

The owner may choose to conduct testing to verify the correct products and installation. If the materials and installation are found not to be per spec, owner will require subsequent tests to be performed by Owners testing company at contractor's expense.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

No responsibility shall attach to the District, 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 District or by any other person.

If there is an issue with subcontractor and contractor which results in a legal proceeding which is not tied to the performance of ROSO or its staff, the contractor to pay any time spent by ROSO.

2025-2027 Asphalt Crack Seal & Parking Lot Striping

- **Attachment “A” - Bid Proposal Pricing Forms**
- **Attachment “B” – Familial Disclosure Affidavit**
- **Attachment “C” – Iran Economics Sanctions Act Affidavit**
- **Technical Specifications**
- **Site Maps**