

**REQUEST FOR BIDS  
FOR  
HYDRATION STATION INSTALLATION REBID –  
CLEVELAND, COOLIDGE, FRANKLIN (FHS), HAYES, STEVENSON (SHS), WEBSTER**

**LIVONIA PUBLIC SCHOOLS  
15125 FARMINGTON ROAD  
LIVONIA, MICHIGAN 48154  
Telephone: 734-812-8597  
Email: [hlau@livoniapublicschools.org](mailto:hlau@livoniapublicschools.org)**

# I. OVERVIEW

## 1.1 PURPOSE

Livonia Public Schools (hereinafter the “School District” or “Owner”) is seeking bids from qualified contractors for the purpose construction of hydration stations at the School District. The purpose of this Request For Bids For Hydration Station Installation ReBid – Cleveland, Coolidge, Franklin (FHS), Hayes, Stevenson (SHS), Webster (the “RFB”) is to obtain bids from experienced and qualified contractors for demolition and reconfiguration and installation of hydration stations, including electrical, plumbing and masonry, and related work as set forth in this RFB and the Contract (the “Work”). The Contractor shall perform all Work and other construction work/services necessary at the School District in accordance with the respective Plans, Specifications and Minimum Compliance Requirements set forth in **APPENDIX A**, attached hereto and incorporated herein by reference. The School District may select one or more experienced and qualified contractors to proceed with the post-Bid interview process from those submitting Bids. The process will include the review and evaluation of methods and procedures used to provide effective construction services for the School District within the scope of this RFB. Past experience will also be judged through the references of each entity. Each Bid must detail the contractor’s experience and expertise in order to allow the School District to properly and promptly evaluate each Bid, and the failure to do so may cause the School District to reject said Bid. The School District will select the Bid or Bids, if any, that it deems most qualified to serve the best interests of the School District, in its sole and absolute discretion. The School District, in its sole and absolute discretion, reserves the right to request post-Bid interviews from all, some or none of the entities submitting Bids.

## 1.2 RFB TIMELINE

NOTE: Throughout the remainder of this RFB, each bidder/prospective contractor is referred to as the “Contractor.”

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

Issuance of this RFB	October 6, 2025
<b>Mandatory</b> Pre-Bid Meeting	12:00 p.m. October 9, 2025
Deadline For Written Requests For Clarifications	12:00 p.m. October 13, 2025
<b>DUE DATE FOR BIDS</b>	<b>12:00 p.m. October 21, 2025</b>
Contractor Post-Bid Interviews	TBD
School District’s Consideration of the Contract	<b>November 17, 2025</b>
Commencement of Work	December, 2025
Deadline for Substantial Completion of Work	May 1, 2026
Deadline for Final Completion of Work	June 26, 2026

**PLEASE NOTE:** The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFB timeline set forth in Section 1.2 above as it determines to be in its best interest.

## II. SUBMISSION OF BIDS

### 2.1 BID SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Bids is:

**October 21, 2025 at 12:00 p.m. (local time) (the “Due Date”)**

**2.1.1 Bid Envelope:** The opaque envelope containing your Bid must be marked in the lower left hand corner as follows:

**SEALED BID ENCLOSED**  
**Livonia Public Schools**  
**Hydration Station Installation ReBid –**  
**Cleveland, Coolidge, Franklin (FHS), Hayes, Stevenson (SHS), Webster**  
[Contractor’s Name]  
[Contractor’s Address]  
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follows:

**Livonia Public Schools**  
**Attention: William Green**  
**15125 Farmington Road**  
**Livonia, Michigan 48154**

**2.1.2 Late Bids:** Each Contractor is responsible for submission of its Bid. Bids or Bid revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays or any other delays affecting Contractor’s Bid submission.

**2.1.3 Returned Bids:** All Bids received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at their sole cost and expense for a period of two (2) weeks from the Due Date.

**2.1.4 Signed Original Bid:** Each Bid must be an original hard copy and signed by an authorized member of the Contractor’s firm. NO ORAL, FAX or E-MAILED Bids will be accepted. Each Bid must be submitted on the Bid Forms attached to this RFB.

**2.1.5 Copies of Bid:** The Contractor shall also submit with the signed original Bid, along with three (3) complete copies of the signed original Bid.

**2.1.6 Opening of Bids:** At the specified location and Due Date stated above, all submitted Bids shall be publicly opened and read aloud. Any interested parties may attend. No immediate decision will be rendered.

**2.1.7 E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFB clarifications and addenda). Except for the delivery of the Bid itself, references in this RFB to “written” form of communications include e-mail.

- 2.1.8 Additional Requests For Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFB. 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 three (3) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after the date and time identified in Section 2.1 above. Requests For Clarification must be made via e-mail and must be directed to Harry Lau at [hlau@livoniapublicschools.org](mailto:hlau@livoniapublicschools.org), (Subject Line: Hydration Station ReBid RFB 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 RFB Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFB.
- 2.1.9 Restrictions on Communication:** From the issue date of this RFB until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFB or a Contractor's Bid with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students or employees, except for additional Requests For Clarification in accordance with Section 2.1.8 above, or as otherwise required by applicable law.
- 2.1.10 Addenda to the RFB:** If it becomes necessary to revise any part of this RFB, notice of the revision will be issued and all addenda shall become a part of this RFB. Each Contractor must in its Bid, 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. All Addenda will be posted to the School District's website.
- 2.1.11 RFB/Bid Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFB, and that this RFB 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 RFB, a Request For Clarification or other written response thereto, or in the Bid.
- 2.1.12 Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 2.1.13 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 RFB), to accept or reject, in whole or in part, any or all Bids with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFB process or any Bid, and the right to award the Contract to other than the Contractor submitting the best financial Bid (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to award the Work to one (1) or more Contractors. In the event a Contractor's Bid is accepted by the School District

and that Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Bid and award the Contract to another Contractor.

- 2.1.14 Release of Claims:** Each Contractor by submitting its Bid releases the School District from any and all claims arising out of, and related to, this RFB process and selection of a Contractor.
- 2.1.15 Contractor Bears Bid Costs:** A recipient of this RFB is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Bid, or otherwise responding to this RFB, or any negotiations incidental to its Bid or this RFB.
- 2.1.16 Irrevocability of Bids:** All Bids 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 Bids set forth above.
- 2.1.17 Collusive Bidding:** By submission of a Bid, the Contractor certifies that its Bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a Bid for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 2.1.18 Incorporation By Reference:** The Contract shall incorporate by reference this RFB and the Bidder's Bid. It is acknowledged by the Bidder that exceptions or special conditions of the Bidder will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District and specifically incorporated into the final Contract.

## **2.2 BID REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by each Contractor and the required format for its Bid. Any Bid 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, 5.1 and 5.2 of this RFB for additional Bid requirements. Attached to this RFB is a form of contract under which Work requested under this RFB shall be provided by the successful Contractor (the "Contract" and referred to throughout the Contract as the "Agreement") (See also Section 4.1 of this RFB). 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 Bid.

**Any exceptions to the terms and conditions contained in this RFB or the form of Contract attached to this RFB, 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 Bid, together with an explanation as to the reason such terms and conditions of the RFB 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, Minimum Compliance Requirements and other requirements as set forth in this RFB 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 Bid and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the manner required on the Bid Forms provided as part of this RFB.**

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

- 2.2.1 **License.** Confirmation of all required licenses held by the Contractor necessary to perform the Work.
- 2.2.2 **Exceptions.** A detailed list setting forth any exceptions to this RFB 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 RFB or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.
- 2.2.3 **References.** Each Bid must include detailed evidence that the Contractor has provided or is currently providing work, preferably for other K-12 public school districts or educational institutions, of similar scope and size. The Contractor must provide this information, including contact names, addresses, phone numbers and type of Work provided.
- 2.2.4 **Insurance and Bonding.** Evidence of the Contractor's ability to provide adequate insurance coverages and bonds as required by this RFB and the Contract to protect the interests of the Contractor and the School District.
- 2.2.5 **Legal Compliance.** Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal laws that apply to the requirements and obligations under this RFB and the Contract, including, but not limited to, the Americans with Disabilities Act ("ADA"), the Revised School Code, MCL 380.1 et seq., including but not limited to MCL 380.1264, as amended, the School Building Construction Act, MCL 388.851 et seq., the Stille-Derossert-Hale Single State Construction Code Act, MCL 125.1501 et seq., the Michigan Building Code, prevailing wage requirements of MCL 408.1101, et seq., as amended and as applicable ("Michigan's Prevailing Wage Act"), including the maintenance of certified payroll records and the maintenance of other records as may be necessary to enable compliance with the reporting or inspection requirements under the Michigan's Prevailing Wage Act, federal, state and local environmental laws and regulations, and the rules and regulations, policies, guidelines and consent, administrative or other lawful orders of all public authorities having jurisdiction over the project, the Work site, the Work or the prosecution of the Work. All Work must be performed in accordance with all applicable laws, rules, regulations, ordinances and School District policies.
- 2.2.6 **Bid Form.** A completed Bid Pricing Form provided as **APPENDIX B.**
- 2.2.7 **Familial Disclosure Affidavit.** All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Bid. The Bid

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 Bid that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFB as **APPENDIX C**.

**2.2.8 Iran Sanctions Affidavit.** In accordance with Michigan Public Act No. 517 of 2012, all Bids 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 Bid that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFB as **APPENDIX D**.

**2.2.9 Affidavit of Compliance – Criminal Background Checks.** Each Bid must also be accompanied by a sworn and notarized statement certifying that the Bidder has performed and/or will perform sufficient criminal background checks for all of its owners, employees, agents, representatives, contractors and/or other personnel who will be on any School District premises to carry out the Work contemplated by the Contract Documents and that no owner, employee, agent, representative, contractor and/or other personnel of the Contractor will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of “Listed Offense” as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722. The School District will not accept a Bid that does not include this sworn and notarized statement. The Affidavit of Compliance – Criminal Background Checks is attached to this RFB as **APPENDIX E**.

**2.2.10 Bid Bond.** All Contractors must include “bid security” in the form of a bid bond from a qualified surety on an unmodified AIA Form A310 (2010), a certified check or a cashier's check in the amount of five percent (5%) of the Contractor's total Bid amount as a condition for consideration of award. Bid bonds shall be duly executed by the Contractor as principal and having as surety thereon, a company authorized to execute such in the State of Michigan. All Sureties must be listed in the Department of Treasury's Circular 570. The bid bond shall pledge that the Contractor, with the understanding that if their Bid is accepted, will enter into the Contract with the School District for the Work stated in their Bid and will furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The attorney who signs the surety bid bond must file with the bond, a certified and effectively dated copy of the power of attorney. Bid securities will be returned to the successful Contractor after a Contract has been executed, and acceptance of required bonds and insurance is made. The bid security of all Bidders may be retained until a Contract is awarded. The bid security obligee shall be the School District and shall become its property in the event that the Contractor fails, within fifteen (15) days of notice of award, to execute the Contract, deliver the performance and payment bonds, and send the required certificates of insurance. The Bid security shall be forfeited to the School District as liquidated damages, not as a penalty.

- 2.2.11 List of Subcontractors.** Each Contractor must provide a list of all subcontractors it will utilize to perform the Work as part of its Bid. Failure to provide a complete list of subcontractors may be grounds for rejection of the Bid as incomplete. If awarded all or a portion of the Work, once the list of subcontractors is approved by the School District, it cannot be modified by the Contractor without the prior written approval of the School District and failure to obtain such prior written approval will be grounds for termination of the Contract.
- 2.2.12 Safety Data Sheets.** Each Contractor shall prior to the commencement of any Work on-site provide the School District with its Safety Data Sheets (“SDS”) for all hazardous or other applicable materials that will be brought onto School District property as part of the Work.

### **2.3 ORAL INTERVIEWS**

The School District may require selected Contractors to participate in a post-Bid interview to discuss their Bid. In that case, the School District will notify the Contractor’s contact name as listed in its Bid. In accordance with the RFB selection timeline, it is anticipated that interviews will be scheduled during the times set forth in Section 1.2 above.

### **2.4 INDEPENDENT CONTRACTUAL RELATIONSHIP**

It must be understood that this RFB provides for the selection of a Contractor to provide the Work for the School District on an independent contractor basis.

## **III. SCOPE OF WORK**

The scope of the Work, Specifications and Minimum Compliance Requirements are set forth in APPENDIX A, as well as the other Appendices/Attachments attached to this RFB, which are all incorporated herein by reference. The School District has included the various Specifications, Minimum Compliance Requirements and functions in APPENDIX A to ensure Work as installed shall provide the functionality desired by the School District. The name of a model, manufacturer or brand in this RFB shall not be considered as exclusive of other brands. Brands and models specified in this RFB are preferred. The School District expects all supplies, materials, equipment or products bid by a Contractor to meet or exceed the Specifications and Minimum Compliance Requirements set forth in this RFB. Further, it is the School District’s intent that this RFB 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 RFB 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 and Minimum Compliance Requirements contained in this RFB and possess equivalent and/or better qualities. It is the Contractor’s responsibility to notify the School District in writing if any Specifications, Minimum Compliance Requirements or suggested

comparable equivalent products/brands require clarification by the School District a minimum of one (1) week prior to the Due Date for Bids. Any and all deviations from Specifications or Minimum Compliance Requirements must be noted on the Bid Form. Additionally, Contractors are responsible for verifying the accuracy of measurements and materials specified prior to submitting its Bid. Any discrepancies in the Specifications and Minimum Compliance Requirements shall be immediately communicated to the School District.

## **IV. CONTRACTUAL OBLIGATIONS**

### **4.1 FORM OF CONTRACT**

*Form of Contract:* This is a Request For Bids only. Bids will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **APPENDIX G**. The Contract contains many details relative to the Work required under this RFB, 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 Bid. 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 RFB or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Bid, 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 final Contract shall be subject to the review and approval by the School District's legal counsel. 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. This information is provided to assist the Contractor in evaluating the School District and submitting a Bid and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor.

### **4.2 PERFORMANCE AND PAYMENT BONDS**

The successful Contractor whose Bid and/or awarded Contract amounts are \$50,000 or more will be required to furnish Performance and Payment Bonds, in a form satisfactory to the School District on an unmodified AIA Form A312 (2010), in the amount of 100% of the final Contract amount by a Treasury listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. **The cost of the Bonds shall be included in each Bid form, if applicable.**

#### **4.3 PROJECT COMPLETION PERIOD & SCHEDULING**

The development of the Work is weighed heavily on the ability of the Contractors to have all Work finished in sufficient time. The Contractor must commence and complete the Work within the timeframes set forth in Section 1.2. Time and coordination are the essence of the Contract. The School District's operations must continue uninterrupted throughout the construction process. Certain portions of the Work must be performed and completed in such order as directed by the School District so as to permit the orderly operation of the School District's activities or operations. Each Contractor shall review the Work to assure proper coordination to complete their Work per the project schedule. The School District reserves the right to suspend Work wholly or in part if deemed necessary for the best interest of the School District. This suspension will be without compensation to the Contractor, other than to adjust the Contract completion/delivery requirements. The Work shall be performed, primarily, between 7:00 AM to 11:00 PM, Monday through Saturday, or during school holidays. Any changes to the established schedule must have prior approval of the School District's representative and scheduled at the least disruptive time possible.

#### **4.4 WORKMANSHIP/INSPECTION**

Where not more specifically described in any of the various sections of the Specifications and Minimum Compliance Requirements, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the Work. All Work shall be executed by personnel skilled in their respective line of work. This Work will not be subcontracted without written authorization by the School District. The Contractor shall request the School District to conduct a site inspection after the Work is complete. The School District, or its designated agent/representative, will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor will request a final inspection with the School District. Final project approval is contingent upon the School District's final inspection and written approval.

#### **4.5 WARRANTY**

Contractor shall perform all duties required of this project in such a way that the manufacturer's warranty is not violated in any manner. Contractor is responsible for identifying any and all deviations of the RFB's Specifications from the manufacturer's guidelines. All such deviations must be detailed in the Contractor's Bid at time of submittal. Manufacturer specifications shall prevail in any and all instances where the RFB's Specifications differ from the manufacturer's specifications. All materials and supplies shall be guaranteed against defects in manufacturing and materials; defective products will be replaced in accordance with the Contract. All materials and products shall be guaranteed against defects in manufacturing and material and such warranty shall cover parts, materials, labor, delivery, and installation in accordance with the Contract. All labor for the installation of the project shall be warranted in accordance with the Contract. Please provide in your Bid Form the type and length of warranties provided as part of the Work.

#### **4.6 PRICING & PAYMENT METHODS**

Prices quoted are to be F.O.B. to the School District. All prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Bid. Payment is to be made from Contractor's invoice in accordance with the Progress Payment schedule set forth in the Contract. Invoices must include a copy of the signed delivery invoices, submitted to cover items received and accepted, and Work/services rendered, during the billing period. Invoices must contain the contract number under which the Contract is awarded.

#### **4.7 SAFETY**

The Contractor shall be responsible for providing and for placing barricades, tarps, plastic, flag tape and all other safety/traffic control measures necessary to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the School District, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contract. Any Contractor that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract. The Contractor shall keep the premises clean of all rubbish and debris generated by the Work involved and shall leave the School District's premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense. The Work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The School District is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the School District or its agent will be consulted. The School District does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the Work by the School District.

#### **4.8 INSURANCE OF CONTRACTOR**

The Contractor shall maintain the insurance coverages with minimum limits as set forth in the Contract.

#### **4.9 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 Wayne County, Michigan.

#### **4.10 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 assigns, 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, assigns, contractors, subcontractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assigns, contractors, subcontractors 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, assigns, contractors, subcontractors 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 the School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Contractor's insurance obligations contained in the Contract.

#### **4.11 TAXES**

The School District is exempt from taxes. However, state and local taxes are required on construction materials installed by the Contractor, and such taxes **must be included** in the Contractor's Bid price.

#### **4.12 SCHOOL DISTRICT CONTRACTOR CODE OF CONDUCT**

While performing any Work under the Contract, each Contractor, including its employees, agents and subcontractors, must abide by the School District's Contractor Code of Conduct, which is attached hereto and incorporated herein as **APPENDIX F**.

### **V. BID**

#### **5.1 BID FORMS AND PRICING**

Each Contractor shall submit its Bid using the Bid Pricing Form attached hereto as **APPENDIX B**, along with any other information required by this RFB or deemed necessary and appropriate by the Contractor for evaluation of its Bid. Bid Pricing is to reflect an award by the School District of Work contemplated in, and in accordance with, the terms and conditions of the RFB and the Contract. Pricing shall be broken down by the Contractor and quoted as required in the Bid Form set forth in **APPENDIX B**. All pricing shall be on a lump sum basis which includes all costs and expenses of Contractor to complete the respective Work, such as all supplies, materials, labor, equipment, Prevailing Wage Rates, insurance, permits, bonds (if applicable), taxes, overhead/profit, etc.

#### **5.2 BIDDING CHECKLIST**

In addition to the Bid Pricing Form and any information required under Section 5.1 above, please attach copies of the following documents to your Bid:

**5.2.1** Bid Pricing Form and detailed list setting forth any exceptions to the RFB 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 RFB or form of Contract cannot be met by, or are not applicable to, the Contractor.

- 5.2.2** Provide a list of Contractor's References (K-12 references preferred) with which Contractor has contracted to perform the 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.
- 5.2.3** Contractor's Verification of addenda to the RFB, if any.
- 5.2.4** Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFB and the Contract to protect the interests of the Contractor and the School District.
- 5.2.5** A completed Familial Disclosure Affidavit, which is attached hereto as **APPENDIX C**.
- 5.2.6** A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **APPENDIX D**.
- 5.2.7** A completed Affidavit of Compliance – Criminal Background Checks, which is attached hereto as **APPENDIX E**.
- 5.2.8** Provide the Bid Pricing Form, a copy of the State Projection Registration for Contractor, and any Subcontractors who intend to work on the project.

## APPENDIX A

### SPECIFICATIONS AND COMPLIANCE REQUIREMENTS FOR THE WORK

1. **SPECIFICATIONS:** Drawings, Plans and Specifications (collectively the “Specifications”) for the Work may be accessed on the State of Michigan SIGMA website or the Livonia Public Schools’s website.
2. **MINIMUM COMPLIANCE REQUIREMENTS:**

When submitting a Bid, each Bidder acknowledges and agrees to the following:

- **Equipment:** Equipment shall be new, unused, and of current model under standard production by the manufacturer.
- **Equipment Deviation:** Any deviation from the equipment listed must be noted in writing on Appendix B as an exception.
- **Subcontracting:** Work/services provided for this project may not be subcontracted without the prior written approval of the School District.
- **Suspensions and Debarment:** The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with Livonia Public Schools or the State of Michigan.
- **Warranties:** The Contractor warrants that all articles, materials, and goods shall be consistent with manufacturer’s specifications and will be free from defects. The School District reserves the right to return any goods that are not as warranted to the Contractor at the Contractor’s sole expense, for either replacement with an acceptable product or credit, without additional charge to the School District.
- **Certification of Specifications Compliance:** Certifies compliance with the items listed above and further certifies that the company is licensed to perform the Work/services and provide the articles, materials, and goods stated in this RFB.

3. **STATE PREVAILING WAGES:**

State Prevailing Wages Rates for this project for all classes of construction mechanics required for the Work are contained in this Appendix A, as APPENDIX A-1.

(SEE ATTACHED APPENDIX A-1)

**APPENDIX B**  
**BID PRICING FORM**  
**LIVONIA PUBLIC SCHOOLS**  
**REQUEST FOR BIDS FOR HYDRATION STATION INSTALLATION REBID**

<u>Contractor Information</u>	
<b><u>Contractor Name:</u></b>	
<b><u>Business Address:</u></b>	
<b><u>Contact Person:</u></b>	<b><u>Telephone:</u></b>
<b><u>E-Mail:</u></b>	<b><u>Fax:</u></b>

**A. CONTRACTOR PRICING**

1. **Lump Sum Pricing:** The Bid pricing is to be broken down into the below components. All Bid pricing is to include all costs and expenses for the Work in accordance with the RFB, the Specifications, the Minimum Compliance Requirements and the Contract. All pricing shall be on a lump sum basis which includes all costs and expenses of Contractor to complete the respective Work, such as all supplies, materials, labor, equipment, Prevailing Wage Rates, insurance, permits, bonds (if applicable), taxes, overhead/profit, etc.

<u>LUMP SUM PRICING PARAMETERS</u>		
<u>Component of Work</u>	<u>Total Amount (in US Dollars)</u>	<u>Days to Complete</u>
	\$ _____	
<b>Cost of Performance and Payment Bonds</b>	\$ _____	N/A
<b>TOTAL:</b>	\$ _____	N/A

2. **Unit Pricing (if applicable):** In addition to the Lump Sum above, please provide unit pricing for any applicable components of the Work, i.e., equipment and its installation cost, that will be available to the School District to purchase at the identified price for a minimum of one (1) year following Substantial Completion of the Work.

<u>UNIT PRICING PARAMETERS</u>		
<u>Unit Pricing by Product</u>	<u>Total Amount (in US Dollars)</u>	
	\$ _____	
	\$ _____	
	\$ _____	
<u>Installation Cots per Product</u>	<u>Total Amount (in US Dollars)</u>	<u>Days to Complete</u>
	\$ _____	
	\$ _____	
<b>TOTAL:</b>	\$ _____	N/A

**B. WARRANTIES**

Please detail the type and length of all warranties offered by the Contractor under this Bid for the following: 1) **labor/installation**; and 2) **materials and equipment**. Please detail what is covered by each warranty, what conditions are part of the warranty and what are the exclusions to the warranty, if any.

**C. OTHER RFB REQUIREMENTS**

1. Please include the following with this Bid Form:
  - a) List of References (see 2.2.3 of RFB)
  - b) Provide Proof of required insurance coverages and bonds (See 2.2.4 of RFB)
  - c) List of Subcontractors (See 2.2.12 of RFB)
  - d) Provide a Copy of Contractor’s State Project Registration.

**D. PREVAILING WAGE RATES**

The State Prevailing Wage Rates for this project for all classes of construction mechanics required for the Work are contained behind **APPENDIX A-1**.

**E. EXCEPTIONS**

Please provide a detailed list of any exceptions or special considerations you have to the terms and conditions of the RFB and the Contract. This must include a detailed reference to the corresponding section of the RFB the Contract, and explanations for the same. (Use additional pages if necessary).\_\_\_\_\_

---

---

---

**F. ACKNOWLEDGEMENT OF ADDENDA TO RFB**

The Contractor acknowledges receipt of the following addenda:

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

The undersigned declares that they have carefully examined the instructions, the Specifications, Minimum Compliance Requirements and the Contract, and agrees to furnish these items and the Work within such Specifications for the price set forth in this Bid. The undersigned and/or its representative attended the Pre-Bid Conference and fully understands the detailed Specifications presented and discussed. The undersigned hereby confirms that they have of all licenses necessary to perform the Work. The undersigned has carefully checked all of its Bid figures and understands that it shall be responsible for any error or omission in this Bid and is in receipt of all Addenda as issued. The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Bids, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor submitting the best financial Bid (low bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our firm based upon our Bid, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request For Bid, the Contract and our Bid.

My signature certifies that the Bid as submitted complies with all terms and conditions as set forth in this Request For Bid and the Contract, unless specifically enumerated as an exception as part of our Bid.

The undersigned certifies that they are authorized to sign as a Representative for the undersigned Contractor.

**THE BELOW CONTRACTOR HEREBY SUBMITS THIS BID PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFB.**

**Contractor Name:** \_\_\_\_\_

**Authorized Individual Name:** \_\_\_\_\_

**Position/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_







**APPENDIX F**  
**SCHOOL DISTRICT CONTRACTOR CODE OF CONDUCT**

The purpose of the School District and its employees is to provide a safe, positive learning environment for the students and staff of the School 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 School District for persons both contemplating performing work and performing Work for the School District in the capacity of a Contractor or subcontractor. 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 termination of the Contract.

In general, it is expected that everyone entering a 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, subcontractor, management, employee, or contracted consultant that enters or leaves the building must sign in and out at the School District office as designated by the School District administrator. This sign in sheet must record the name, time in and out, the firm, and the signature of the individual.
2. All Contractors, subcontractor, management, employee, or contracted consultant 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 School District 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 School District with a scope of work and check in prior to drilling or penetrating any walls, floors, or ceilings a minimum of one (1) week before any such Work is planned to commence. Likewise, the Contractor prior notice must be provided to the School District in advance (one (1) week) prior to any scheduled interruptions to building systems (i.e., power, fire alarm, system, HVAC, PA, data/internet, security alarm, etc.).
5. Each person working in a School District building or on School District 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 School District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment
  - No smoking, vaping or use of any tobacco products anywhere within the building at any time nor outside on the School 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 School building's administrator.
  - 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 off-site. School 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. School 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 School 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 School District 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 School District.
7. The School 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 School District will be grounds for immediate removal from the building and the project and termination of the Contract.**

**APPENDIX G**  
**FORM OF CONTRACT**  
**ATTACHED**