**REQUEST FOR Bids**

**FOR**

**SUMMER 2019**

**WINDOW IMPROVEMENTS**

**PROJECT**

5253857v.1 26393/104764

**AMERICAN INTERNATIONAL ACADEMY**

**Junior High & High Schools Campus**

**28955 Rosewood**

**Inkster, Michigan 48141**

5253857v.1 26393/104764

# OVERVIEW

## PURPOSE

## American International Academy (hereinafter the “Academy” or “Owner”) is seeking bids from qualified contractors for the purpose of supplying and installing new windows at the Academy’s Junior High & High School building as set forth in this RFB. The Academy may select one or more experienced and qualified contractors to proceed with the negotiation 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 Academy 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 Academy to properly and promptly evaluate each Bid, and the failure to do so may cause the Academy to reject said Bid. The Academy will select the Bid, if any, that it deems most qualified to serve the best interests of the Academy, in its sole and absolute discretion. The Academy, in its sole and absolute discretion, reserves the right to request post-Bid interviews from all, some or none of the entities submitting Bids.

## DESCRIPTION OF WORK

## Generally, the Work consists of the following:

1. Remove & dispose of existing windows and wood frames; remove j-molding & trim siding 1.5” around window frames

1. Supply and install 2” x 4.5” thermal-brake 52” x 66” window frames, silver color. Supply and install 1” insulated, grey-tinted glass units. Caulk and seal.

## The Contractor shall perform all Work and other construction work necessary at the Academy in accordance with the respective specifications set forth in APPENDIX A, attached hereto and incorporated herein by reference. The selected contractor(s) would be responsible for removal of the designated existing components and disposal of the same and installation of the new components in accordance with this RFB at the Academy. All Work must be done in accordance with all applicable law, rules, regulations, ordinances and Academy policies and be completed by August 16, 2019.

## RFB TIMELINE

## NOTE*:* Throughout the remainder of this RFB, a prospective windows supplier and installer is referred to as the “Contractor.”

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

|  |  |
| --- | --- |
| Issuance of this RFB | July 2, 2019 |
| Pre-Bid Conference - Optional***Held at: 28955 Rosewood, Inkster MI 48141*** | 11:00 a.m. – July 9, 2019 |
| Deadline for written Requests For Clarifications and Site Visits | 2:00 p.m. – July 12, 2019 |
| **DUE DATE FOR BIDS** | **11:00 a.m. – July 16, 2019** |
| Contractor Post-Bid Interviews | TBD |
| Academy’s Consideration of the Contract | No later than July 18, 2019 |
| Commencement of Work | TBD |
| Deadline for Completion of Work | August 24, 2019 |

## PLEASE NOTE: The Academy reserves the right, in its sole and absolute discretion, to make modifications to the RFB timeline set forth in Section 1.3 above as it determines to be in its best interest.

## BID SUBMISSION DEADLINE AND REQUIREMENT14

 The Due Date for receipt of Bids is:

**July 16, 2019 at 11:00 local time (the “Due Date”)**

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

SEALED BID ENCLOSED

AMERICAN INTERNATIONAL ACADEMY

WINDOWS REPLACEMENT

[Contractor’s Name]

[Contractor’s Address]

[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follows:

American International Academy

Attention: Thomas White

300 S. Henry Ruff Road

Westland, Michigan 48186

### **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 Academy is not liable for any delivery or postal delays.

### **1.4.3** **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.

### **1.4.4 Signed Original Bid:** Each Bid must be an original and hard copy, and 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 Bids will be accepted. Each Bid must be submitted on the Bid Forms attached to this RFB.

### **1.4.5 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.

### **1.4.6** **E-Mail Clarifications:** The Academy 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.

### **1.4.****7 Additional Requests For Clarification or Site Visits:** Prospective Contractors may request that the Academy clarify information contained in this RFB, and may also request a site visit at the Academy. All such requests must be made in writing via email. All site visit requests must be made prior to **July 11, 2019**. The Academy will attempt to provide a written response to all written Requests For Clarification within three days after the receipt of such request. The Academy will not respond to any Request For Clarification received after **5:00 p.m. on July 12, 2018**. Requests For Clarification and inquiries for site visits must be made via e-mail and must be directed to Thomas White at t.white@americanintlacademy.com, (Subject Line: Window Replacement RFB Request For Clarification/Site Visit). No response will be made to any oral questions. All questions and answers will be posted. ***No site visits will be granted after July 12, 2019***.

### **1.4.8 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 Academy, its Board of Directors, or any individual member, administrators, faculty, staff, students or employees, except for additional Requests For Clarification in accordance with Paragraph 1.4.7 above, or as otherwise required by applicable law.

### **1.4.9 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 Academy’s or other designated website.

### **1.4.10** **RFB/Bid Information Controlling:** The Academy 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.

### **1.4.11 Finality of Decision:** Any decision made by the Academy, including the Contractor selection, shall be final.

### **1.4.12** **Reservation of Rights:** The Academy 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 Academy 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 Academy reserves the right to request additional information from any or all Contractors. The Academy reserves the right to award the Work to one (1) or more Contractors. In the event a Contractor’s Bid is accepted by the Academy and that Contractor asserts exceptions, special considerations or conditions after acceptance, the Academy, in its sole and absolute discretion, reserves the right to reject the Bid and award the Contract to another Contractor.

### **1.4.13 Release of Claims:** Each Contractor by submitting its Bid releases the Academy from any and all claims arising out of, and related to, this RFB process and selection of a Contractor.

### **1.4.14** **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.

### **1.4.15 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.

### **1.4.16 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.

## 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 1.4 and 4 of this RFB for additional Bid requirements.

**Any exceptions to the terms and conditions contained in 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 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 RFB 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 Academy. 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:

**1.5.1 License**. Evidence of all licenses held by the Contractor necessary to perform the Work.

**1.5.2** **Exceptions**. A detailed list setting forth any exceptions to this RFB, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the cannot be met by, or on the Contractor’s opinion are not applicable to, the Contractor.

**1.5.3** **References**. Each Bid must include detailed evidence that the Contractor has provided or is currently providing window replacement/installation services, preferably for other K-12 public school districts, public school academies or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of services provided.

**1.5.4 Insurance**. 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 Academy.

**1.5.5** **Legal Compliance**. 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 RFB and the Contract, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq.*), and any rules and regulations promulgated thereunder.

**1.5.6 Bid Form**. A completed Bid Pricing Form provided as **APPENDIX B**.

## 1.5.7 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 Academy’s Board of Education or the Academy’s Superintendent. The Academy 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.

## 1.5.8 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 Academy, it cannot be modified by the Contractor without the prior written approval of the Academy and failure to obtain such prior written approval will be grounds for termination of the Contract.

## 1.5.9 Safety Data Sheets. Each Contractor shall provide with its Bid all Safety Data Sheets (“SDS”) for all hazardous or other applicable materials that will be brought onto Academy property as part of the Work.

## ORAL INTERVIEWS

## The Academy may require selected Contractors to participate in a post-bid interview to discuss their Bid. In that case, the Academy 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 1.3 above.

## INDEPENDENT CONTRACTUAL RELATIONSHIP

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

# scope of work

The scope of the Work and specifications/components of the windows replacement project for the Academy are set forth in **APPENDIX A**, as well as the other Attachments to this RFB, which are all incorporated herein by reference. The purpose of this RFB is to promote competition. The Academy has included the various specifications and functions in **APPENDIX A** to ensure replacement and installation of the windows that provides the functionality desired by the Academy. Therefore, if there is any reference in this RFB or the Attachments or resulting contract to a particular product or brand name, it shall be deemed to include the phrase “or substantial equivalent.” All Contractors are responsible for verifying the accuracy of measurements and materials specified prior to submitting its Bid. Any discrepancies in the Specifications shall be immediately communicated to the Academy. Each Contractor is responsible for housing all materials to complete the Work until for installation. All materials are to be wrapped and stored indoors in a well-ventilated area, protected from weather, moisture and soiling.

# CONTRACTUAL OBLIGATIONS

## FORM OF CONTRACT

## *Form of Contract*: This is a Request For Bids only. Bids will be treated as offers to enter into a Contract with the Academy. The Academy and successful Contractor shall memorialize their contractual relationship and obligations upon Bid award. The Contract will contain 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. Following the selection of the successful Contractor by the Academy, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the Academy’s legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the Academy relative to the provision of the Work. This information is provided to assist the Contractor in evaluating the Academy and submitting a Bid.

## 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 1.3. Time and coordination are the essence of the Contract. The Academy’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 Academy so as to permit the orderly operation of the Academy’s activities or operations. Each Contractor shall review the Work to assure proper coordination to complete their Work per schedule. The Academy reserves the right to suspend Work wholly or in part if deemed necessary for the best interest of the Academy. 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 5:00 PM, Monday through Friday, or during school holidays. Any changes to the established schedule must have prior approval of the Academy’s representative and scheduled at the least disruptive time possible.

## WORKMANSHIP/INSPECTION

## Where not more specifically described in any of the various sections of these specifications, 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 services. 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 Academy. The Contractor will request the Academy to conduct a site inspection after the Work is complete. The Academy 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 Academy. Final project approval is contingent upon the Academy’s final inspection and written approval.

## 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. 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. If, during the term of the warranty, Academy shall become dissatisfied with the performance of the project for any reason, Contractor will repair or replace the system until the Academy is satisfied with its performance. Please identify in your Bid Form the type and length of warranties provided as part of the services.

## PRICING, PAYMENT METHODS, AND NO INTERFERENCE

## 3.5.1 Pricing: Prices quoted are to be F.O.B. to the Academy. All prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Bid.

## 3.5.2 Payment: 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 services rendered, during the billing period. Invoices must contain the contract number under which the contract is awarded.

## 3.5.3 Invoices: Contractor shall submit periodic invoices for work completed. These will be paid on a regular basis, less an appropriate retention. Final payment will be made upon successful completion of all punch list items, all in accordance with the Contract. The Owner will pay for two final punch list inspections. The cost of any subsequent visits required to clear items from the punch list will be deducted from the retainage.

## 3.5.4 No Interference: The entirety of the work shall be so conducted as to cause as little inconvenience as possible to the Owner, who will continue to occupy the existing building during the progress of the work. Contractor shall not interfere with the continuous operations and shall safely work around all operations.

## SAFETY

## The Contractor shall be responsible for providing and for placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment required 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 Academy, 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 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 work day. All materials, tools, equipment, etc., shall be removed or safely stored. The Academy 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 Academy or its agent will be consulted. The Academy 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 Academy or its agent.

## INSURANCE OF CONTRACTOR

## Unless otherwise specified, the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Owner in the following minimum amounts:

## Property Damage $1,000,000 (each accident)

## Bodily Injury $ 500,000 (each person)

## Workmen’s Compensation Insurance All liabilities imposed by

##  Workmen’s Compensation statute

## Employers Liability Insurance $ 100,000

## Contractual Liability Insurance $ 500,000

## Completed Operations Insurance $ 500,000

## Owned, Hired and Non-Ownership Vehicle Bodily injury and Property Damage to the following limits:

##  bodily injury $ 500,000 (each person)

##  accidental death $1,000,000 (each accident)

##  property damage $1,000,000 (each accident)

## The following party must be named as additional insured: American International Academy.

## The Contractor agrees to file with the Owner before commencing work hereunder, copies of policies of such insurance which shall contain by endorsement, the specific requirements/coverages outlined above, together with Certificates of Insurance which shall contain a provision that no change in the amount of said insurance, or termination thereof, shall take place without previous 10 days written notice to the Owner and its written consent to such change or termination.

## 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.

## INDEMNIFICATION

## Contractor shall indemnify, defend and hold harmless the Academy, its Board of Directors, its Directors, 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 Academy by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which American International Academy may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

## TAXES

## The Academy is exempt from taxes. However, when state and local taxes are required on construction materials installed by the Contractor, such taxes must be included in the Contractor’s Bid price.

## 3.12 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 Academy’s Contractor Code of Conduct, which is attached hereto and incorporated herein as APPENDIX F.

# pricing QUOTES

## PRICING

## Pricing is to reflect an award by the Academy 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 a not-to-exceed amount and include all costs and expenses of Contractor to complete the respective Work, such as all supplies, materials, labor, equipment, insurance, bonds (if applicable), taxes, overhead/profit, etc.

##

**APPENDIX A**

**SPECIFICATIONS FOR WORK**

1. **Remove & dispose of existing windows (40) and wood frames; remove j-molding & trim siding 1.5” around window frames**

1. **Supply and install 2” x 4.5” thermal-brake 52” x 66” window frames, silver color. Supply and install 1” insulated, grey-tinted glass units. Caulk and seal. 40 window units.**

**Detailed specifications in the form of facility floor plan with specific windows to be replaced and measurements thereof will be provided to Contractors attending the Pre-Bid Meeting on July 9, 2019.** Window measurements only vary slightly Specifications also may be accessed by emailing Thomas White at administration@americanintlacademy.com (please type in the subject line 2019 Window Project Specifications) or by picking up copies at:

American International Academy

300 S. Henry Ruff Road

Westland, MI 48186

Attn: Front Office

**APPENDIX B**

**Bid Pricing Form**

**American International Academy**

**REQUEST FOR BIDS FOR WINDOW REPLACEMENT**

|  |
| --- |
| Contractor Information |
| Contractor Name: |
| Business Address:  |
| Contact Person: | **Telephone:** |
| E-Mail:  | **Fax:** |

**A. WINDOW REPLACEMENT 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 removal of the existing windows and replacement / installation of the new windows at the Academy buildings in accordance with the RFB, the Specifications and the Contract. All pricing shall be a not-to-exceed (“NTE”) amount and include all costs and expenses of Contractor to complete the respective Work, such as all supplies, materials, labor, equipment, insurance,bonds (if applicable)**,** taxes, overhead/profit**,** etc.

|  |
| --- |
| AMERICAN INTERNATIONAL ACADEMY WINDOW REPLACEMENT PRICING PARAMETERS |
| Component of Work | **Total NTE Amount (in US Dollars)** | **Days to Complete** |
| Removal of Existing Windows  | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Supply New Windows | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Labor to Install New Windows and all Ancillary Work | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| TOTAL: | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 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. 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 he has carefully examined the instructions, the Specifications 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-Proposal Conference/Walk-Through and fully understands the detail drawings presented and discussed. 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 Academy 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 Academy’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 Academy 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 he/she is 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 C**

**FAMILIAL DISCLOSURE AFFIDAVIT**

The undersigned, the owner or authorized officer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”), pursuant to the familial disclosure requirement provided in the American International Academy’s (the “Academy”) Request For Bids For Window Replacement, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Directors of the Academy or the Superintendent of the Academy. A list of the Academy’s Board of Directors and its Superintendent may be found at <http://www.americanintlacademy.com>.

List any Familial Relationships:

**CONTRACTOR:**

By:

Its:

STATE OF )

 )ss.

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2019, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 , Notary Public

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

My Commission Expires:

 Acting in the County of :

**APPENDIX D**

**American International Academy Contractor Code of Conduct**

The purpose of the American International Academy and its employees is to provide a safe, positive learning environment for the students of the Academy. 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 American International Academy for persons both contemplating performing work and performing work for American International Academy in the capacity of a contractor or sub-contractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by the any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract.

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

1. Every contractor employee that enters or leaves the building must sign in and out at the school office as designated by the school administrator. This sign in sheet must record the name, time in and out, the firm, and the signature of the individual.
2. All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual’s name and the name of the firm they are working for.
3. Prior to the beginning of a job, the contractor shall furnish the Academy 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 Academy with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.
5. Each person working in a school building or on school property shall comply with the following:
* No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics
* No use of Academy facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment
* No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on Academy 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
1. The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:
* All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials
* Material storage is to be in an area designated by the Building Engineer
* All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas
* All trash, debris, and material must be removed from the worksite each day and disposed of off-site. Academy 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. Academy 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 Academy 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 Academy 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 Academy.
1. The Academy 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 American International Academy will be grounds for immediate removal from the building and the project.**

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