



**LAPEER COMMUNITY SCHOOLS  
LAPEER, MICHIGAN**

**BID PACKAGE 18-2  
ENTERPRISE MOBILE DURESS SYSTEM**

**REQUEST FOR PROPOSAL AND SPECIFICATIONS  
DECEMBER 20, 2019**

**Bid Due Date / Opening:**

**January 17, 2020 at 11:00 AM local time**  
Lapeer Community Schools  
Administration Building  
250 Second Street  
Lapeer MI 48446

**Pre-Bid Meeting:**

**January 7th, 2019 at 10:00 AM local time via Skype Meeting**  
Lapeer Community Schools  
Administration Building  
250 Second Street  
Lapeer MI 48446  
**Buildings will be available for inspection per request**

## REQUEST FOR PROPOSALS

### 1. STATEMENT OF PURPOSE

- A. Lapeer Community Schools is requesting bids for the purchase and installation of an Enterprise Mobile Duress System including control software, portable personal alarm transmitters, wireless receivers and wireless transmitters. The successful Bidder will also install related equipment, cabling, etc.
- B. The Owner currently utilizes Honeywell Pro-Watch 3 (Release 7) 3.7.0.7421. The systems is integrated with DMP System Link version 1.54 for the alarm scheduling.
- C. District Buildings:
 

1. Administrative Services Center	250 Second Street, Lapeer, MI 48446
2. Center for Innovation	170 Millville Rd, Lapeer, MI 48446
3. Cramton Elementary School	1220 Lake Nepessing Rd. Lapeer, MI 48446
4. Kids and Company Preschool and Childcare	3145 Genesee Rd, Lapeer, MI 48446
5. Lapeer High School	933 S Saginaw St, Lapeer, MI 48446
6. Lynch Elementary School	2035 Roods Lake Rd, Lapeer, MI 48446
7. Mayfield Elementary School	302 Plum Creek Rd, Lapeer, MI 48446
8. Murphy Elementary School	1100 Pratt Rd, Metamora, MI 48455
9. Rolland Warner Middle School	3145 W Genesee St, Lapeer, MI 48446
10. Schickler Elementary School	2020 W Oregon St, Lapeer, MI 48446
11. Turrill Elementary School	785 S Elm St, Lapeer, MI 48446
12. Zemmer Middle School	1920 W Oregon St, Lapeer, MI 48446

NOTE: Kids and Company Preschool is located in Rolland-Warner Middle School

### 2. ALTERNATES

There are no Mandatory alternates at this time.

### 3. PRE-BID MEETING

- A. For the dissemination of information and clarification of intent of the contract documents, a pre-bid meeting will be held on

Date: January 7, 2020  
 Time: 10:00 AM local time  
 Place: Skype Meeting

[→ Join Skype Meeting](#)

<https://meet.lync.com/bartonmalow/chris.meuser/0KTKSC3G?sl=1>

Trouble Joining? [Try Skype Web App](#)

### Join by phone

[+12485723806](#) (Dial-in Number)

English (United States)

[Find a local number](#)

Conference ID: 692150701

[Forgot your dial-in PIN?](#) [Help](#)

The pre-bid meeting is not mandatory, but bidders are responsible for the information provided at the pre-bid meeting.

- B. Responses to questions and requests for clarifications will be made by addenda only after the pre-bid conference if required. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the Owner.

#### 4. RECEIPT AND OPENING OF BID PROPOSALS

- A. Bid Proposals will be received online through [www.BuildingConnected.com](http://www.BuildingConnected.com) up until the time of the bid opening. Through Building Connected, all bids are kept confidential until the bid due date and time. Bidders will be able to submit and revise their bids right up to the bid due date and time, but no revisions or new bids will be accepted after the deadline has passed.
- B. Bids must be submitted prior to the time and date specified below, at which time they will be publicly opened and read aloud. Proposals will be opened publicly in a manner to avoid full public disclosure of contents until after all evaluations have been completed; however Bidder's name and bid amount will be read aloud.

**DUE DATE:** January 17, 2020  
**TIME:** 11:00 AM  
**LOCATION:** Lapeer Community Schools  
Administration and Service Center  
250 Second Street  
Lapeer, Michigan 48446

- C. Bids delivered shall be submitted in a sealed envelope and clearly labeled as follows:

**BID PROPOSAL**  
Lapeer Community Schools  
Bid Package 18-2  
Enterprise Mobile Duress System  
Attn: Mark Rajter, Asst. Superintendent for Business Operations

- D. **Bidders are encouraged, but not be obligated, to submit bids electronically via Building Connected.** If a Bidder chooses to submit an electronic bid, it assumes any and all risk related to software, connectivity, or any other issues related to the electronic bidding process. It is further recommended, but not required, that any electronic bids be submitted at least two hours before the deadline for bid submission to confirm that the bid has been timely, accurately, and completely received. For instructions on how to submit a bid please follow this link:

[BUILDING CONNECTED LINK](#)

- E. Bids received from Bidders after the deadline date and time will be returned to Bidder unopened.
- F. When submitting a bid proposal, use only the forms provided. Forms that have been altered or substitute forms will not be accepted.
- G. If a Bidder has chosen to submit a physical copy; bidders are to submit two (2) hard copies and one (1) electronic copy of all bid proposal documents including the bid proposal form, bill of materials, and any supporting documentation. (Note: only one hard copy and electronic copy of equipment product data sheets are needed).
- H. A Bid Security in the form of a bid bond from a qualified surety for the full amount of the bid or a cashier's check equal to five percent (5%) of the total bid and a statement indicating no outstanding personal property tax obligations. Bidder agrees that this Bid Proposal shall be irrevocable. All sureties providing bid 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.

- I. All Bid Proposals must include the sworn statement included with the Bid Proposal Form, in accordance with MCL 380.1267, disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the school board or the superintendent of the school district.
- J. All Bid Proposals must include the affidavit included with the Bid Proposal Form certifying that the Bidder is not Iran-linked business.
- K. To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall, when requested by the Owner, furnish the following information:
  1. A list of projects completed during the previous three (3) years, including the contract values and Owner's contact information.
  2. A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.
- L. Lapeer Community Schools reserves the right to reject any or all bid proposals, either in whole or in part, or to waive any informalities or irregularities therein.
- M. Additional information provided with a bid response shall be used in the evaluation of bids, but do not replace the requirements established by the Contract Documents (request for proposals, drawings, specifications, etc.). Barton Malow Company (BMC) or the Owner will not be responsible for reviewing equipment lists for completeness or conformance to the Contract Documents. Lists of material, bills of material, etc. submitted by the Bidder do not replace the submittal requirements and do not replace the requirements established by the Contract Documents.

## 5. TIMELINE

- A. Milestone Dates:
 

1. Release of the bid document: on or before	December 23, 2019
2. Winter Recess:	December 23, 2019-January 3, 2020
3. Pre-bid meeting:	January 7, 2020 – 10:00 AM
4. Deadline for written requests for clarification:	January 15, 2020 - 3:00 PM
5. Deadline for Proposals:	January 17, 2020 at 11:00 AM
6. Post-bid Interviews:	January 23, 2020 - AM
7. Board of Education consideration:	February 5, 2020
8. Project Start Date:	February 10, 2020
9. Project Substantial Completion:	May 15, 2020
10. Project 100% Completion:	May 29, 2020
- B. On-site work shall be performed, primarily during 7:00 a.m. to 7:00 p.m., Monday through Friday. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
- C. Contractor may work in hallways and entrances during the school day but must have identification, limit corridor work to only the immediate area where workers are present, move ladders and materials to the side of the corridor during class exchanges, and minimize disruption to the building entry and operations. Bidder to include the cost of any premium time in their base bid.

- D. The Contractor must provide written documentation outlining their work schedule.
- E. The Bidder will be charged for weekends and holidays if Owner or Owner's Representative's labor force is scheduled to allow access to the facility.
- F. The Owner is operating on a stick timeline. Project substantial completion is based on the Competitive School Safety Grant Program (CSSPG) schedule. Substantial completion will allow time for payment applications to be processed and allow Lapeer Community Schools to submit paperwork to the state.

1. Status Report Periods and Due Dates

Start	End	Due
2. March 27, 2019	June 30, 2019	July 30, 2019
3. July 1, 2019	September 30, 2019	October 30, 2019
4. October 1, 2019	December 31, 2019	January 30, 2020
5. January 1, 2020	March 31, 2020	April 30, 2020
6. April 1, 2020	June 1, 2020	June 30, 2020

6. EVALUATION AND POST-BID INFORMATION

- A. After the bids are received, the project team may require a post-bid meeting for the purpose of further evaluating and clarifying the bid proposal. Items clarified during the post-bid evaluation will become part of the approved agreement.
- B. Bidder may be requested to provide follow up information including but not limited to:
  - 1. Designation of the work to be performed by the Bidder with his/her own forces, and that to be contracted.
  - 2. Complete detailed cost breakdown including manpower requirements and cleanup costs associated with work activities.
  - 3. A list of names of the Subcontractors or other entities (including those who are to furnish systems of materials and/or equipment fabricated to a special design) proposed for the principal portions of the work. The list shall further include the value of the subcontracts and their percentage of value of the Bidder's total bid. The Bidder will be required to establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed.
- C. Any requests made by the Owner for written cost analysis shall be adhered to by the bidder. Any bidder that does not comply with this request may be rejected.

7. CLARIFICATIONS, DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidder shall promptly notify the Designer in writing of any ambiguity, conflict, inconsistency, discrepancy, omission or other errors which they may discover upon examination of the bid documents, otherwise proposal will be deemed to incorporate appropriate solution to the issue. Bidders requesting clarification or interpretation of the RFP Documents shall direct all questions to:

Barton Malow Company  
Attn: Site Manager – Chris Meuser  
email: chris.meuser@bartonmalow.com

- B. All such requests must be made in writing via e-mail. No response will be made to any oral question.

- C. Any interpretation, correction or change of the Contract Documents will be made by addendum issued by Barton Malow Company (BMC) on behalf of the Lapeer Community Schools. Interpretations, corrections or changes of the documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and/or changes. Addenda will be emailed to all that are known to have received Contract Documents.
- D. Each bidder in its Proposal must acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of, any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
- E. The Owner intends that all bidders 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 Bidder 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.
- F. From the issue date of this RFP until a Bidder is selected and the selection announced, a prospective Bidder shall not communicate about the subject of this RFP or a Bidder's Proposal with the Owner, its Board of Education, or any individual member, administrator, faculty, staff, student, employee, or its Owner's Representatives.

#### 8. BID PROPOSAL FORM

- A. Each bid shall be submitted on the included bid proposal form with all blank spaces filled in (enter "\$0.00" where items are included at no additional charge, enter "N/A" for items that are not applicable or available from the Bidder. All blanks on the bid form shall be typed or written manually in ink.
- B. All interlineations, alternations or erasures shall be initialed by the bid representative of the Bidder that executes the bid form.
- C. Fill in all blank spaces for bid prices in both words and figures. In case of discrepancies, amount shown in words will govern.
- D. Submit all copies of the bid, the familial disclosure form, Iran Economic Sanction Affidavit, and any other documents required to be submitted with the bid as an attachment in Building Connected or in a sealed opaque envelope.
- E. Each copy of the bid shall include the legal name of the Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. If bids are submitted by an agent, provide satisfactory evidence of agency authority.

#### 9. VOLUNTARY ALTERNATES

- A. All bid proposals must be based upon the base requirements established in the request for proposal. In addition to a base bid proposal, the submission of voluntary alternates is acceptable. If a voluntary alternate is submitted for consideration, it shall be expressed on the bid form. If a voluntary alternate is submitted, the Bidder shall also submit sufficient information in the form of specification, product data, etc., sufficient for analysis of the alternate.

#### 10. TAXES

- A. The bidder shall include and pay applicable taxes. Exemption certificates, if required, will be furnished on forms provided by the bidder.

#### 11. CONTRACT AND INSURANCE

- A. The Owner will issue a purchase order for the scope of work identified in these bid documents. Bidder, if chosen, agrees to begin immediately following receipt of a Lapeer Community Schools Purchase Order Form.

- B. Before commencement of any Work, a Certificate of Insurance executed by Bidder's insurance agent or carrier showing evidence of required insurance coverage's shall be submitted in accordance with the Insurance Requirements attached to these bid documents.

## 12. PAYMENTS

- A. Contractor may submit monthly invoiced for completed buildings.

## 13. PERFORMANCE AND PAYMENT BONDS

- A. Bidders are to include the price of a performance and payment bond in their bid proposal. The bid proposal form provides a means for identifying the cost of the bond. For bid proposals under \$50,000, the Owner may choose to waive the bonds in which case the amount would be deducted from the contract price.
- B. For all bids over \$50,000, Owner will require Bidder to furnish a Performance Bond and a Payment Bond, in amounts equal to the Agreement price, by a qualified surety naming both the Owner and Barton Malow Company as Dual Obligees. All sureties providing bonds on this Project must be listed in 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 amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. Bonds shall be duly executed by the Bidder, as principal, and by a surety that is licensed in the state in which the Work is to be performed.
- C. The Bidder shall deliver the required bonds to BMC prior to execution of the Agreement. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder, at a minimum, shall submit evidence to the satisfaction of BMC that such bonds will be furnished prior to commencement of on-site Work. In no event may the Bidder commence on-site Work without the required bonds properly issued and delivered.
- D. Performance Bond and Payment Bond form AIA Document A312 (1984 Edition) must be used for this Project.
- E. The Bidder's proposed surety must be acceptable to the Owner and BMC. If, at any time, after acceptance of the Bidder's bonds, the surety fails to meet the criteria stated above, the Bidder must, as a precondition to continuing Work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria.
- F. The Performance and Payment Bond penal sums (i.e., the Agreement price) must be listed as a separate line item on the bid proposal and payment requests.
- G. In the event of a Change Order to the Agreement that increases the Agreement price, the penal sum of any required Performance and Payment Bonds shall also be increased so that each penal sum equals the adjusted Agreement price. BMC or Owner shall have the right to request submission of bond riders, issued by the original qualified surety, evidencing that such increase to the penal sum of the bonds has been accomplished. Notwithstanding the foregoing, in the next pay application after the Agreement price has been increased by twenty-five percent (25%) or more, as a condition precedent to payment, Bidder shall deliver a bond rider issued by the original qualified surety evidencing that the appropriate increase in penal sums has been accomplished. No alteration, erasure, or addition is to be made in the typewritten matter.

## 14. PREVAILING WAGE

- A. This project does not require prevailing wage.

## 15. DEFINITIONS

- A. The Contract Documents consist of the purchase order referencing these bid documents (the "Agreement"), the Request for Proposal, the bid proposal, the specifications, all Addenda issued

prior to bid opening and all clarifications noted during the post-bid interview. In the case of a discrepancy between the language in these Contract Documents and the owner purchase order language, the languages in these Contract Documents supersede.

- B. Addenda are written and/or graphic instruments issued by BMC prior to the execution of the Agreement which modify or interpret the contract documents by additions, deletions, clarifications or corrections.
- C. A Bidder is a legal entity submitting a bid.
- D. Bid, Bid Proposal, and Proposal are used interchangeably and refer to the bid submission from the Bidder in accordance with the Contract Documents.
- E. Base bid is the sum stated for which the Bidder offers to perform the complete work of, or supply equipment to which work may be added or deducted. The base bid shall be in strict accordance with the request for proposal, though voluntary alternates may be submitted in addition to the base bid.
- F. An alternate bid (or alternate) is an amount stated in the bid corresponding to change in project, materials or methods of work described in the contract documents as accepted.
- G. A unit price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the contract documents.
- H. The term "day" is defined as calendar days unless otherwise specified.
- I. The term "Subordinate Parties" includes all of Bidder's employees, workers, laborers, agents, consultants, suppliers, Bidders or subcontractors, at any tier, who perform, assist with or otherwise are involved in any of the Work.
- J. The term "Work" includes all work and responsibilities performed or to be performed by Bidder of its Subordinate Parties under the Contract Documents.

#### 16. GENERAL CONDITIONS

- A. The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and the character of the supplies, materials, or equipment and services required and a representation that the Bidder can furnish the item(s) in complete compliance with the Contract Documents.
- B. Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Bidder from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
- C. No alteration, erasure, or addition is to be made to the Bid Proposal Form or other Contract Documents. Deviations from the Contract Documents must be set forth-in space provided on the bid for this purpose.
- D. The Owner intends to communicate with Bidders 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 communication include e-mail.
- E. Any decision made by the Owner, including Bidder selection, shall be final.
- F. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Bidder, shall be included in the proposal.
- G. Each Bidder submitting its Proposal releases the Owner from any and all claims arising out of, and related to, this RFP process and selection of a Bidder.



- H. 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.
- I. The Bidder 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 Equipment and/or Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- J. The material/equipment specifications should be considered as a minimum requirement. Any deviations from the standard specified will be considered only when fully described and accompanied by descriptive literature and samples.
- K. All equipment must be supplied directly from the manufacturer with manufacturer standard components. No mixing of products or components from various manufacturers will be accepted, unless approved by the School District.
- L. Bidders must supply all rebates, incentives, warranties, and licenses purchased through the bid acceptance and not be part of a subcontract or duties requiring the Owner to file with a manufacturer.
- M. All components must be identical in similar systems purchased for each implementation phase.
- N. All prices bid must be "per unit" as specified.
- O. Prices shall be net, including transportation and delivery charges fully prepaid by the successful Bidder to destination indicated in the Contract Documents. If award is made on any other basis, transportation charges must be prepaid by the successful Bidder and added to the invoice as a separate item. In any case, title shall not pass until item(s) have been delivered and accepted by the Owner, in its sole determination.
- P. Bidders are to provide a response to the Contract Documents for quotation detailing the subsequent items with the response form. The response to the request for proposal shall include:
  - 1. The required bid proposal forms;
  - 2. A summary of any deviations/enhancements to the minimum configurations listed
- Q. The Owner's operations must continue uninterrupted throughout the project. Certain portions of the work must be performed and completed in such order so as to permit the orderly operation of the Owner's activities. Each bidder shall review the work of their particular bid category, and all other bid categories to assure proper coordination to complete their work per schedule.
- R. Selected Bidder will submit daily report of all activities in the format approved by the Technology Designer documenting site location, work complete, commissioning checklists (if applicable), staffing levels (onsite and total), open issues, photos of completed work, etc.
- S. Selected Bidder will attend all meetings required by the Owner or Technology Designer including planning meetings, coordination meetings, construction meetings, progress meetings (anticipate weekly during planning and implementation), etc.

#### 17. ACCEPTANCE AND REJECTIONS OF BID-PROPOSALS

- A. It is the intent of the Owner to select a contract to the lowest responsible Bidder whose Proposal meets the criteria of the evaluation committee, provided the bid has been submitted in accordance with the requirements of the RFP and does not exceed the funds available. The Owner has not had the opportunity to review all of the products listed in this RFP, during the post-bid process the Owner will also review products bid to evaluate product suitability, initial cost, and ongoing costs.
- B. Although cost must be considered, other factors will influence the awarded Bidder. The Owner, at its sole discretion, shall determine whether particular Bidders have the qualifications to perform the scope of work. In determining whether a Bidder possess the basic qualifications Owner may

consider, but not be limited to: Bidder and manufacturer's reputation for performance and service; product availability; longevity of service (number of years); previous experience with similar projects; years of continuous business; commitment to schedule and completion date; financial condition; Bidder's current workload; product availability; features and benefits of the proposed solution; alternates and voluntary alternates; product life cycle; warranty, etc.

- C. The Owner reserves the right to make awards within 3 months after the due date of the bid opening during which time bids may not be withdrawn, unless the bidder distinctly states in his proposal that acceptance thereof must be made within a shorter specified time.
- D. Owner reserves the right to negotiate further with the successful Bidder.
- E. The Owner reserves the right to reject all bids. Also, reserved is the right to reject for cause any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interest of the Owner will be served.
- F. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
  - 1. If bid proposal form furnished is not used, altered, or incomplete.
  - 2. If there are unauthorized additions, qualifications, conditions or irregularities of any kind this may make the bid incomplete, indefinite or ambiguous as to its meaning.
  - 3. If Bidder adds any provisions reserving right to accept or reject any award of contract.
  - 4. If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
  - 5. If Bidder fails to complete bid proposal form in any other particulars where information is requested so bid proposal form may be properly evaluated.
  - 6. If bid security does not accompany bid proposal form.
  - 7. If the familial disclosure form and the Iran Economic Sanction Affidavit does not accompany bid proposal form.
- G. Bidder's lack of responsibility as revealed by submitted information on either experience, or equipment statements.
- H. Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history.
- I. If any pertinent instructions to bidders is not fully complied with.
- J. The Owner shall have the right to waive any informality or irregularity in any bid or bids received and to accept bid or bids which, in their judgment, is in their best interest.
- K. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder based on the sum of the base bid and the alternates accepted.

#### 18. GUARANTEES BY THE BIDDER

The successful bidder guarantees:

- A. Their products against defective material or workmanship and to repair or replace any damaged material/equipment or marring occasioned in transit or assembly when installation is specified.
- B. That all delivered material/equipment shall be as bid. No substitutions will be accepted unless prior to delivery material/equipment has been inspected by the Owner and found to be equal to the item specified.
- C. That all material/equipment or furniture offered is standard, new, latest model of regular stock product or as required by the Contract Documents, with parts regularly available for the type of equipment or furniture offered; also that no attachment or part has been submitted or applied

contrary to manufacturer's recommendations and standard practice. All equipment must be guaranteed against faulty material and workmanship, and a manufacturer's warranty indicating the warranty or guarantee period must be available at time of delivery or acceptance.

- D. The successful Bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment shall replace any merchandise provided under the Bid, which is or becomes defective during the guarantee period.
- E. That he/she has carefully checked the enclosed figures and understands that he/she shall be responsible for any error of omission in this bid offer.
- F. Material/equipment with such specifications for the price set forth in this bid.

#### 19. ON-SITE SAFETY AND LOSS CONTROL PROGRAM

##### A. General Requirements:

1. In addition to the requirements set forth below, the Bidder shall comply with all terms, conditions and provisions of all applicable laws.
2. Contractor must submit a monthly summary of hours worked on-site and information for any safety incidents as a requirement for payment processing. This includes on-site hours for any subcontractors, but does not include hours worked off-site or at the Contractor's facility. Form of reporting will be decided with the project team. If Contractor does not keep track of on-site vs. off-site hours for their internal purposes, an estimate will suffice.
3. The Bidder shall assign an individual to act as Safety Representative who will have the responsibility of resolving safety matters and acting as a liaison among Bidder, BMC and the Owner. The Safety Representative must be a person who is capable of identifying existing and predictable hazards in surroundings that are unsanitary, hazardous or dangerous to employees, and has the authority to take prompt corrective measures to eliminate them. The Safety Representative must meet the standards for a Competent Person under applicable law when required (scaffolding, confined spaces, etc.) and be on site full time. The Safety Representative or an alternate must attend periodic safety meetings as directed by BMC.
4. Bidder, through its site supervisors and/or Safety Representative, shall attend a pre-construction meeting where planning for safe execution of the project will be addressed.
5. All on-site employees of either Bidder or its Subordinate Parties are required to report any unsafe act or condition and any work-related injuries or illness immediately to a supervisor. If the act or condition can be safely and easily corrected, the employee or supervisor shall make the correction.
6. Bidder shall inform BMC immediately of the arrival of any federal or state inspector or compliance officer prior to touring the site. Any reports, citations, or other documents related to the inspection shall be provided promptly to BMC.
7. Bidder shall be responsible for payment of all safety-related citations, fines and/or claims arising out of or relating to its Work levied against the Owner, BMC or any of their respective employees or affiliates.

##### B. BMC Requirements

1. Work crews shall conduct a Job Hazard Analysis (JHA) discussion to plan for safe performance before beginning any work task. Bidder is encouraged to prepare a written record of each JHA.
2. All workers, management and visitors shall wear approved hard hats, safety glasses, gloves, and high visibility vests while on site within construction areas.
3. Sleeved shirts (minimum of four inches), long pants, and durable work boots are required minimum clothing.

4. Personal cell phones are not to be used on construction sites except to report an emergency or on approved break time. Use of business cell phones must not interfere with jobsite safety. The use of camera features on cell phones is strictly prohibited.
5. Personal radios or music players with earphones are not permitted.
6. All persons working at elevations of six feet or greater must have 100% continuous fall protection. Engineering controls are preferred, but personal fall arrest systems are also permissible. An exception is permitted for safe use of ladders up to 24 feet long.
7. Bidder is responsible to repair or restore any barricade that it modifies or removes.
8. Class III (household) stepladders are prohibited; metal ladders are strongly discouraged.
9. All scaffolds must be checked daily and before each use for safety compliance. Scaffolds shall never be left in an unsafe condition and must be removed and/or disabled immediately, if not to be used again.
10. Keep equipment at least 15 feet from energized power lines.
11. Electrical, pneumatic, and other energy systems that could be accidentally energized or started up while work is in process must be locked out (not merely tagged out).
12. Only fire retardant materials may be used to build shanties or other temporary enclosures inside of buildings finished or under construction. Shanties shall be continually policed by their occupants to prevent the accumulation of waste or other combustibles.
13. Engineering controls must be used to restrain silica dust per applicable law.

**C. Bidder’s Safety Submittals**

1. Bidder shall provide copies of the following written safety submittals to BMC at the times indicated:

<b>Submittal</b>	<b>Timing</b>
Safety Certificate, BMC Form SAF 6.3.3.3	Before on-site work begins
Site-specific Safety Program, including substance abuse policy, hazard communication program, and Material Safety Data Sheets (MSDS) , BMC Form SAF 6.3.2.1	Before on-site work begins
Tool Box Talk Reports	Weekly
Incident Reports (OSHA form 301 or equivalent)	Within 24 hours of incident
Hours worked and incident rates	Monthly (w/ pay application)

2. BMC’s receipt of any, all or none of the foregoing from Bidder does not constitute approval thereof or permission to deviate from the requirements of the Contract Documents and applicable law.
3. Bidder will allow inspection of, and BMC may request copies of, any and all safety-related documents and records in its possession relating to the Project.

**D. BMC’s Rights**

1. Safety Hazard Notifications may be issued to the Bidder when an unsafe act or condition is reported or observed. BMC shall not be required to supervise the abatement or associated reprimand of unsafe acts or conditions within a Bidder’s scope of work as this is solely the responsibility of Bidder. Nevertheless, BMC has the right, but not the obligation, to require Bidder to cease or abate any unsafe practice or activity it notices, at Bidder’s sole expense.
2. Bidder’s failure to comply with the contract safety requirements will be considered a default of the Contract Documents and may result in remedial action including, but not limited to, withholding of payment of any sums due or termination.

3. BMC's failure to require the submission of any form, documentation, or any other act required under the Contract Documents shall not relieve the Bidder from any of its safety obligations.
4. Nothing in the Contract Documents makes BMC responsible or liable for protecting Bidder's employees and other Subordinate Parties or assuring or providing for their safety or preventing accidents or property damage.
5. All requirements referenced above are binding on Bidder and all of its Subordinate Parties, even where such requirements may exceed the standards of applicable law.

## 20. HAZARDOUS MATERIALS

- A. A "Hazardous Material", as used in within means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.
- B. Contractor must provide OSHA/EPA certified hazardous material awareness training (notably asbestos and lead) for all employees working onsite that will be disturbing the existing surfaces.
- C. Each Contractor shall be constantly aware of the possible discovery of Hazardous Materials. Should Contractor encounter any Hazardous Material or suspected Hazardous Material, the Contractor shall immediately stop Work in the area affected and report the condition.
- D. If the Contractor encounters any Hazardous Material or suspected Hazardous Material, the Contractor agrees to immediately initiate the required procedures of the Environmental Protection Agency (EPA), and/or state or local agencies having jurisdiction to protect any and all persons exposed to the affected areas or adjacent areas affected thereby
- E. Contractor is fully responsible for all Hazardous Materials it creates or releases in connection with, or brings to, the Project
- F. Each Contractor shall be responsible to bind ALL of its personnel and its Subordinate Parties to the provisions in the contract documents related to hazardous materials and to instruct each employee of its own duty to report any and all suspected Hazardous Materials and to comply with all applicable laws.
- G. Absolutely no material shall be brought on or to the project site that does not have a manufacturer's label stating contents.
- H. The Contractor shall comply with all applicable federal and state laws, rules, ordinances and regulations regarding transportation, storage, spills, releases and disposal of Hazardous Materials.
- I. No asbestos or asbestos-containing material will be brought to the jobsite or incorporated into the Work by Contractor or its Subordinate Parties.

## 21. EQUAL EMPLOYMENT OPPORTUNITY

- A. It is the Owner's policy not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry or sex.
- B. Bidder understands that any agreement with the Owner shall be in consideration of maintaining the above mentioned non-discrimination policy.
- C. Bidder understands that they may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

## **PART II – ATTACHED DOCUMENTS**

The following pages contain the following:

1. Insurance Requirements
2. Familial Disclosure Form
3. Affidavit of Compliance – Iran Economic Sanctions Act

**PART III – DRAWINGS AND SPECIFICATIONS**

This Request for Proposal includes the following drawings and specifications. Specifications are intended to define the level of quality and performance of the requested equipment/service and not to be restrictive. All variations from the specified items shall be fully explained and included with the bid proposal. Manufacturer names and manufacturer product numbers are to be used in all cases. All prices quoted shall be on a unit basis. The determination of the Bid Evaluation Committee as to what alternates are equal shall be final and conclusive.

**A. Specifications**

- 27 0000 - General Technology Requirements
- 27 1000 - General Cabling Requirements
- 28 1350 – Entry Intercoms

**B. Drawings**

1. Center for Innovation
2. Lapeer High School
3. Rolland Warner Middle School
4. Zemmer Middle School
5. Lynch Elementary School
6. Mayfield Elementary School
7. Murphy Elementary School
8. Schickler Elementary School
9. Turrill Elementary School
10. Kids and Company Preschool and Childcare
11. Cramton Elementary School