



Request For Proposal

For

Exterior Window Film

RFP 2024/2025-01

Caro Community Schools
301 N. Hooper
Caro, Michigan, 48723

**DUE: ~~February 11, 2025 2:00 P.M., Local Time~~
February 24, 2025 2:00 P.M., Local Time**

Caro Community Schools
Central Office
301 N. Hooper St.
Caro, Michigan, 48723

TO: Prospective Bidders

FROM: Collin Henry
Business Manager

DATE: Tuesday, February 11, 2025

SUBJECT: Request for Proposal

The Caro Board of Education is accepting sealed proposals to upgrade our current analog radios to more modern digital radios, in accordance with the specifications, terms and conditions stated herein.

Proposals will be accepted until ~~February 11, 2025 2:00 P.M., Local Time~~ **February 24, 2025 2:00 P.M., Local Time** at which time they will be opened and read aloud. Proposals received after the due date will not be accepted or considered.

Meeting Contact: If you have any questions regarding the bid opening meeting contact George Rierison at (989) 673-3160 or grierson@carok12.org

Bid Documents: All bidding documents will be available online on the CCS Website (www.carok12.org) by clicking on Our District / Request for Proposal / then clicking on the RFP that you are interested in bidding on. You will be taken to the website where you may download all of the bid documents.

Proposal Forms: All Proposals MUST be submitted on the forms provided in this RFP where forms are provided.

Also, all Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the School District and/or any employee of the Contractor and any member of the Board of Education or Superintendent of the Caro Community Schools.

All proposals must also include the executed form certifying the Contractor's status as a non "Iran Linked Business" as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education.

Proposals shall remain firm for a period of 90 days from the bid opening. It is the intent to evaluate proposals and award the RFP by March 10, 2025.

The Board of Education reserves the right to accept any item in the proposal, to accept or reject any or all proposals, to waive any part thereof or informalities, or for reasons of establishing uniformity, to award the contract to other than the lowest bidder. The Board reserves the right to split the proposal in any manner deemed to be in the best interest of the School District to include awarding the contract to multiple suppliers.

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SECTION I: INSTRUCTIONS TO BIDDERS

1. The Caro Community Schools Board of Education will be accepting proposals for a accordance to the specifications herein. All Request for Proposals will bind vendors to the conditions and requirements set forth in the following instructions and conditions. Such instructions and conditions shall form as integral part of each contract awarded by Caro Schools.

All Proposals must be submitted no later than ~~February 11, 2025 ; 2:00 P.M. EST~~ **February 24, 2025 ; 2:00 P.M. EST**. Any proposals received after that time will not be accepted.

2. Proposals must contain; in writing all terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they were made in answer to questions as by Caro Community Schools or its representatives.
3. All questions are to be submitted via email. Any and all clarification questions pertaining to this RFP, must be submitted no later than **February 7, 2025; 4:00 P.M. EST**. Material questions will be answered in writing in the form of an email from grierson@carok12.org.
4. The Board of Education reserves the right to accept any item in the proposal, to accept or reject any or all proposals, to waive any part thereof or informalities, or for reasons of establishing uniformity, to award the contract to other than the lowest bidder. The Board reserves the right to split the proposal in any manner deemed to be in the best interest of the School District.
5. Proposals must meet or exceed all specifications herein. No alterations, erasure or addition is to be made on the original typewritten matter. Any and all deviations from specifications must be clearly detailed on a separate addendum sheet provided by the vendor; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful vendor will be held responsible thereof.
6. Caro Community Schools shall not be responsible for any cost or expense the bidder incurs during the preparation of this proposal.
7. All Proposals **MUST** be submitted on the forms provided in this RFP where forms are provided.

Also, all proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the School District and/or any employee of the Contractor and any member of the Board of Education or Superintendent of the Caro Community Schools.

All proposals must also include the executed form certifying the Contractor's status as a non "Iran Linked Business" as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education.

8. Upon selection of the successful vendor, the proposal document will be incorporated into a contract. The Board reserves the right to reject any or all bids.

9. Caro Community Schools reserves the right to request clarification of information submitted and to request additional information of one or more bidders.
10. Any contract awarded pursuant to this RFP shall not be binding on Caro Community Schools until all parties have executed a written contract. Any agreement or contract resulting from the acceptance of a proposal shall be on forms supplied by or approved by Caro Community Schools and shall contain, at a minimum, applicable provisions of the request for proposal. Caro Community Schools reserves the right to reject any agreement that does not conform to the request for proposal or any of its requirements for agreements and contracts.
11. The firm shall not assign or transfer any interest in the contract without the prior written consent of Caro Community Schools.
12. No reports, information or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior approval of Caro Community Schools.
13. All prices shall be extended in decimals, not fractions and rounded to the nearest whole dollar.
14. The information furnished in the RFP is provided for bidding purposes only and is not intended in any way to describe or guarantee either the maximum or minimum numbers or pay scales of contract employees to be utilized.
15.

<u>REQUEST FOR PROPOSAL SCHEDULE:</u>	<u>DATES</u>
Request for Proposal released	January 27, 2025
Deadline to request a site walk-through	February 3, 2025
Deadline to submit clarifying questions	February 7, 2025; 4:00 P.M. EST
Responses to questions to be posted	ASAP
Due Date for Proposals	February 11, 2025 ; 2:00 P.M. EST
<u>Updated Due Date for Proposals</u>	<u>February 24, 2025 ; 2:00 P.M. EST</u>
School District's Consideration of the Contract	March 10, 2025
RFP award date	March 11, 2025
Commencement of Services	TBD

SECTION II: GENERAL TERMS & CONDITIONS (MSA):

I. SERVICES TO BE PROVIDED

1.1 Scope of Services. Services provided by Vendor to CCS under this Agreement will be defined by a Scope of Services, developed by CCS. Each Scope of Services, together with this Agreement, constitutes the complete Agreement between the Parties. Each Scope of Services will describe the services to be performed ("Services"), the schedule for the performance of the Services (the "Period of Performance"), any identifiable work product to be delivered by Vendor ("Deliverables"), the fixed price or hourly rate for the Services ("Fees"), and any other terms that apply to that specific Scope of Services ("Special Terms").

II. COMPENSATION

2.1 Fees. No fees or costs shall be paid by CCS to Vendor, except those reflected in the attached duly executed Scope of Services for Services performed pursuant to an authorized Purchase Order, with all requisite supporting documentation of such Services being performed by Vendor. Further, Vendor acknowledges and agrees that the total amount payable to Vendor is subject to CCS's budgeted amount for such Services during its fiscal year.

2.2 Invoices. Vendor shall submit to CCS invoices, by the last day of the month, for Services *performed in the previous billing cycle* electronically to...

chenry@carok12.org

or via U.S. Mail to the address below:

Caro Community Schools
Attention: Accounts Payable
301 N. Hooper St.
Caro, MI 48723

Invoices shall: 1) itemize all costs, including quantities; 2) reference a Purchase Order number; 3) identify any discounts offered to CCS (e.g., discounts for early payment, etc.); 4) outline all Services performed during the applicable billing cycle in detail. (Dates of Services must also be included, listing each date Services occurred.); and 5) provide any and all supporting documentation that verifies the delivery of such Services. Backup documentation must correspond with and be attached to each invoice submitted.

CCS shall pay invoices for Services satisfactorily performed within thirty (30) days after CCS receives an invoice from Vendor that meets the criteria listed above. ***The thirty (30) day period shall not begin until CCS receives an undisputed invoice, at the address provided, and that fully meets the listed criteria.***

III. REPRESENTATIONS AND WARRANTIES

3.1 CCS's Representations and Warranties. CCS represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties to enter into this Agreement and complete the transactions contemplated:

(a) Organization and Good Standing. CCS is duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to do business in the State of Michigan.

(b) Power and Authorization. CCS has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required by CCS through its officers, directors, or administrators for the authorization, execution and delivery of this Agreement, and the performance by CCS of its obligations hereunder have been taken. This Agreement, when executed and delivered along with a duly executed Scope of Services, shall constitute the legal and binding obligation of CCS in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws generally relating to or affecting creditors' rights hereafter in effect.

(c) No Conflict or Breach. The execution, delivery and performance by CCS of its obligations under this Agreement will not result in any violation of, be in conflict with, or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon CCS, or result in the creation of any mortgage, pledge, lien, encumbrance, or charge upon any of its properties or assets.

3.2 Vendor's Representations and Warranties. Vendor represents and warrants to CCS as follows and acknowledges that CCS is relying on such representations and warranties to enter into this Agreement and complete the transactions contemplated:

(a) Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to do business in the State of Michigan.

(b) Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered along with a duly executed Scope of Services, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws generally relating to or affecting creditors' rights hereafter in effect.

(c) No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with, or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

(d) No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the federal, state, or any local unit of government from providing Services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any federal, state or local government's procurement, contracting, or ethics rules.

(e) Conflicts; No Undue or Improper Influence or Inducement. Vendor has disclosed in writing any existing conflicts of interest involving CCS, and will disclose in writing to CCS any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not

offer to CCS or any of CCS 's Board members and/or employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this, or any other agreement with CCS.

3.3 Performance of Services. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

3.4 False Statements. No representation or warranty by either CCS or Vendor contained in this Agreement contains any untrue statement or omission that amounts to a statement of a material fact that is misleading or false.

3.5 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SCOPE OF SERVICES, NEITHER CCS NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

IV. TERM AND TERMINATION

4.1 Term. This Agreement commences on the Effective Date, as defined herein, and shall remain in effect so long as a Scope of Services between the Parties is in effect, or until otherwise terminated under Paragraph 4.2 (Termination).

4.2 Termination.

(a) CCS may suspend services for a period of time and/or terminate this Agreement, any Scope of Services, and/or any Purchase Order hereunder without cause by providing at least thirty (30) days written notice of such suspension/termination to Vendor.

(b) Either Party may terminate this Agreement, any Scope of Services, and/or any Purchase Order for cause upon breach by the other Party, which breach remains uncured fourteen (14) days after written notice describing such breach is given to the breaching Party.

(c) This Agreement, any Scope of Services, and/or any Purchase Order may be terminated immediately by a Party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other Party; (ii) conduct by the other Party that may adversely affect a Party, as determined by such Party in its sole discretion, (iii) unavailability of funds to cover the services being provided under the Agreement or (iv) the filing of bankruptcy by either Party. Further, CCS may terminate this Agreement, any Scope of Services, and/or any Purchase Order immediately upon the substantial failure of Vendor to perform the Services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Section VI (Confidentiality).

(d) Upon the expiration or termination of this Agreement, any Scope of Services, and/or any Purchase Order for any reason, Vendor will cooperate with CCS in the orderly completion or transfer of Services and return of all CCS data and information, including any work in progress. Vendor will

recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by CCS. Vendor waives and forfeits **all** other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

(e) Suspension or termination of this Agreement serves to similarly suspend or terminate all associated Scope of Services and Purchase Orders between the Parties.

V. GENERAL PROVISIONS

5.1 Independent Contractor. The Services of Vendor are as an independent The Contractor. Nothing contained in this Agreement shall be deemed to constitute a partnership, agency, joint venture, or employment agreement between the Parties for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amounts due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons.

5.2 Tax Exempt Status. Vendor acknowledges that CCS is a tax-exempt entity. Vendor may not use any CCS facility for any unauthorized purpose and will not act in any way that might jeopardize CCS's tax-exempt status.

5.3 Entire Agreement and Amendments. This Agreement (including the Scope of Services and its attachments), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the Parties. This Agreement may be amended only by a written instrument executed by each Party.

5.4 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

5.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.6 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Party in advance.

5.7 No Third-Party Beneficiaries. No provision of this contract shall be for the benefit of any party other than the Vendor and CCS. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect to this Agreement; it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assigns.

5.8 Expenses. Each Party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

5.9 Notices. All written notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to Vendor:

[VENDOR'S NAME]
[VENDOR'S ADDRESS]

If to CCS:

Caro Community Schools
Attention: Business Manager
301 N. Hooper St.
Caro, Michigan 48723

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other Party as provided in this Paragraph.

5.10 Compliance with Laws. Vendor's actions and performance of Services shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all CCS policies and procedures, and all laws applicable to CCS 's operations, or to which CCS is otherwise bound. The Parties agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either Party is required to pay any fine or penalty resulting from the other Party's violation of such laws, rules or regulations, the Party who committed the direct violation shall immediately reimburse the other for any such payment.

5.11 No Waiver. No waiver by either Party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both Parties.

5.12 Severability. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

5.13 Headings. Headings are included for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

5.14 Withdrawal of proposals. Any vendor may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance for a period of 90 (ninety) days beyond the proposal opening. The awarded vendor shall honor the proposal pricing throughout the contract period.

5.15 Disclosure. The proposals and supporting materials become the property of Caro Community Schools and are subject to public access according to the Freedom of Information Act, MCL 15.231 et. Seq.

5.16 News Releases. Vendors will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior approval of, and in coordination with, Caro Community Schools.

5.17 Execution of Contract. The contract entered into by the parties shall consist of all parts of this Request for Proposal including specification, drawings, if any, including all modifications thereof, any addenda, the proposal submitted by the vendor, the purchase order, all of which shall be referred to collectively as the Contract Documents.

5.18 Firm Price. Prices quoted by the vendor shall be firm and not subject to increase during the term of any contractual agreement between Caro Community Schools and the Successful Bidder as a result of this proposal document. Should the price of any components covered under this agreement decrease after the award of the contract but prior to services, the cost to Caro Community Schools shall reflect that decrease.

5.19 Caro Community Schools Right to Complete. In the event The Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Caro Community Schools may perform such duties under the Contract and charge The Contractor, or deduct the amount from subsequent payments. In addition, Caro Community Schools reserves the right to "contract out" for failed services and charge The Contractor for the services rendered.

5.20 Assignment of Contract. The Contractor shall not assign, transfer, or dispose of the Contract or any part thereof without the written consent of Caro Community Schools.

5.21 Sole Bidder. If only one bid is received in response to the RFP, a detailed cost proposal, if requested by Caro Community Schools can be required of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

SECTION III: SPECIFICATION

SCOPE OF SERVICES No. 1

Caro Community Schools is soliciting proposals for Exterior Window Film for the windows across their District. Listed Below are the locations and list of window panels:

- McComb Elementary: 56 glass panels for windows and doors
- Schall Elementary: 46 glass panels for windows and doors
- Caro Middle School: 70 glass panels for windows and doors
- Caro High School: 163 glass panels for windows and doors
- Caro Alternative High School: 19 glass panels for windows and doors
- Caro Central Office: 10 glass panels for windows and doors

Windows vary in size and bidders may request a building walk-through before February 3, 2025 to measure and/or count windows so as to provide an accurate bid. Technical specifications begin on page two of this RFP.

I. SERVICES & PERIOD OF PERFORMANCE

a) Category of Services:

Safety & Security

- b) Breakdown of Items Needed:** Caro Community Schools are looking to install window film in all critical areas within their District. What they are hoping to accomplish with this RFP is to add additional security to all exterior windows. This will help brace the integrity of said windows, while allowing for additional privacy from outside viewers.

II. CONTACT INFORMATION OF THE PARTIES

CCS:

George Rierson
Superintendent
(989) 673-3160 ext1002
grierson@carok12.org

Vendor:

[Enter Name]

[Enter Title]

[Enter Phone]

[Enter email address]

SECTION IV: AFFIDAVIT OF BIDDER – FAMILIAL RELATIONSHIPS FORM

The undersigned, the owner or authorized officer of (the “Bidder”), pursuant to the familial disclosure requirement provided in the Caro Community School District’s (the “District”) RFP, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder or any employee of the above mentioned District, and any member of the Boards of Education of the District or the Superintendents of the District.

ListanyFamilialRelationships:

BIDDER: _____

By: _____

Its: _____

STATE OF _____

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: _____

SECTION V: AFFIDAVIT OF BIDDER – COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION

The undersigned, the owner or authorized officer of (the “Bidder”), certifies to Caro Community School District (the “District”), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any “listed offenses”.¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within three

(3) business days to the District when any such person is charged with a crime listed in Section

1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, pled guilty or pled no contest to that crime.

BIDDER: _____

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ 2018, by

_____.

_____, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

¹The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL

SECTION VI: AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

The undersigned, the owner or authorized officer of the below-named contractor
(the “Contractor”), pursuant to the compliance certification
_____ requirement provided in the (the “School
_____ District”) Request For Proposals For
_____ (the “RFP”), hereby certifies, represents and warrants that
the Contractor (including its officers, directors and employees) is not an “Iran linked business”
within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012
(the “Act”), and that in the event Contractor is awarded a contract as a result of the
aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during
the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false
certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount
of the contract or proposed contract for which the false certification was made, whichever is
greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition
to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid
on a request for proposal for three (3) years from the date the it is determined that the person
has submitted the false certification.

**CONTRACTOR:
R:**

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____)
)
ss. COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2018, by
_____.

, Notary Public

_____ County,

My Commission Expires:

Acting in the County of :

SECTION VII: CERTIFICATION REGARDING THE RFP

Request for Proposal: RFP 2023-01 – Digital Radio Upgrade

Bidder hereby certifies the following by checking yes or no by each item.

- | | <u>Yes</u> | <u>No</u> |
|--|--------------------------|--------------------------|
| 1. The Bidder certifies they have read and examined all aspects of the RFP documents, including all addenda and will provide as described herein for the prices set forth in this Proposal. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Proposal offer. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Bidder shall attest in writing that they have sought answers to any questions they may have regarding the form or substance of this RFP, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Bidder certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Execution of this contract constitutes a representation by the Bidder that to the best of the Bidder’s knowledge no conflict of interest exists between Caro Community Schools representatives and the Bidder or its employees and agents. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. This Proposal is made without any previous understanding or agreement with any other person, firm or corporation submitting a Proposal for the same purpose and in all respects is fair and without collusion or fraud. The Bidder certifies that it has not divulged, discussed or compared its Proposal with other Bidders and has not colluded with any other Bidders or parties to a Proposal whatsoever. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Bidder certifies that they are eligible to submit a Proposal based on the Iran Economic Sanctions Act (P.A. 517 or 2012). | <input type="checkbox"/> | <input type="checkbox"/> |

Name (Print) Title Signature Date

ACCEPTANCE OF PROPOSAL: (To be completed by the Contracting Officer AFTER Board approval)

This proposal for said services and/or solution is hereby selected and has been approved by the Board of Education on date indicated below. As an awarded Contractor, your firm is bound to provide the services and/or solution per Contract documents in its entirety. The parties intend this award to constitute the final and complete agreement between Caro Community Schools and the Contractor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto unless agreed in writing.

Name (Print) Title Signature Date

Board of Education Approval: _____ Purchase Order (PO) No: _____