



# **CHIPPEWA VALLEY SCHOOLS**

"Inspiring and empowering learners to achieve a lifetime of success."

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19120 Cass Avenue  
Clinton Township, MI

## **INVITATION TO BID**

### **District-wide Purchase of Textbooks**

### **ITB No. 1.2627**

**Publish Date:** June 9, 2026

**Bid Opening:** June 24, 2026, at 11:00 a.m., EST

**Bid Award:** July 13, 2026

## **SECTION I: INSTRUCTIONS TO BIDDERS**

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### **Purpose**

The Chippewa Valley Schools' (otherwise known as "District") Board of Education will receive bid proposals to purchase various textbooks and software subscriptions delivered on a unit price basis that best satisfies the needs of the District. The District reserves the right to not award the bid at all, split the award among vendors, award the entire bid to one vendor, eliminate some items from award, change the quantities ordered, etc based on the District's best interests. All materials shall be delivered in August 2026 after receipt of district purchase orders.

### **Submission of Bid**

Bids shall be submitted in accordance with the instructions outlined in this this Invitation to Bid (ITB). Sealed proposals must be **clearly labeled on the envelope "District-wide Purchase of Textbooks ITB 1.2627,"** with **Bidder's business name**, and must be delivered and received by Chippewa Valley Schools no later than Wednesday, **June 24, 2026, at 11:00 am EST**. At that time, all proposals will be publicly opened and read aloud. Interested parties may attend the bid opening; however, no award decision will be made during the opening.

**Late submissions will not be accepted.** Proposals received after the deadline will remain unopened and may be retrieved by the Bidder at their own expense. The District will not accept proposals submitted via fax or email under any circumstances.

All proposals must remain firm for a period of ninety (90) calendar days from the bid opening date.

Each proposal must be signed by an authorized representative of the submitting company. Bidders must **submit one (1) original and one (1) copy** of the following:

- Bid Proposal Form
- Bid Pricing Form
- Required Affidavits / Disclosures
- Any other required documentation as specified in this RFP

A copy of this ITB is **not required** to be submitted with the proposal.

Proposals are to be delivered to the attention of:

Chippewa Valley Schools  
Attn: Lillian Grayson, Purchasing Coordinator  
19120 Cass Avenue  
Clinton Township, MI 48038

Required affidavits/disclosures include:

1. Iran Linked Business Disclosure
2. Familial Disclosure
3. Compliance with School Safety
4. Non-Collusion Affidavit
5. Debarred Disclosure

The District will not consider a proposal that does not include these sworn and notarized affidavits where required.

### **Bid Submission Guidance**

The District recommends that Bidders deliver their sealed bids in person or via overnight delivery due to inconsistent and delayed USPS mail services. If the District declares a building closure on the scheduled bid opening date, the opening will automatically be rescheduled to the next business day at the same scheduled time.

### **Document Access**

Complete bid packages may be downloaded from the District’s website [Chippewa Valley Schools Bids](#). Vendors are responsible for checking this website for any addenda prior to submitting a bid. The District is not responsible for the content of any bid package received through any third party bid service or any source other than Chippewa Valley Schools’ Purchasing Department. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any third party.

### **Clarification Requests**

Any requests for clarification regarding this ITB must be submitted in writing no later than **4:00 p.m. EST on June 15, 2026**.

Name	Title	Email Address
Lillian Grayson	Purchasing Coordinator	<a href="mailto:lgrayson@cvs.k12.mi.us">lgrayson@cvs.k12.mi.us</a>

### **Addendum**

Addenda will be issued to all parties known by the District to have received a copy of the bid documents. Copies of addenda will also be available for inspection at locations where bid documents are on file. Each bidder is responsible for ensuring they have received all issued addenda prior to submitting their proposal. All addenda issued during the bidding period shall become part of the bid contract documents. Receipt of each addendum must be acknowledged on the Bid Proposal Form.

### **Sole Bidder**

It is the District’s intent that this ITB permit competition. It shall be the Bidder’s responsibility to advise the District in writing if any language, requirements, scope, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification shall be received by the District no later than three (3) business days prior to the date set for acceptance of bids.

If only one bid is received in response to the ITB, a detailed cost proposal may be required of the single seller, if requested by District. 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.

### **Withdrawal or Revision of Bid**

Any bid may be withdrawn prior to the scheduled time of public opening. Written notices shall be sent to:

Chippewa Valley Schools  
Purchasing Department  
19120 Cass Avenue  
Clinton Township, MI 48038

A bid may not be modified, withdrawn, or canceled by the bidder for sixty (60) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.

Bids submitted early may be modified only by notice to the party receiving bids at the place, and prior to the time designated for opening of bids. Such notice shall be in writing over the signature of the bidder, or by telegram; if by telegram, written confirmation over the signature of bidder must have been mailed and

postmarked on or before the date and time set for opening of bids. The revised bid shall be so worded as not to reveal the amount of the original bid.

### **Confidentiality**

All information provided through this request and ensuring process shall be held in confidence and will not be revealed nor discussed with any competitor until final execution of the purchase. At that time, documents of this process shall be public (excluding proprietary or financial information as determined by the District) regardless of contrary statements contained within submittal. All material submitted shall become the property of the District and may be returned only at the District's option.

### **Bidder Disclosure**

The bidder shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

### **Instructions to Bidders**

Bidder is responsible for examining all sections of the bidding documents, specifications, and any issued addenda. Bidders who have previously responded to a Chippewa Valley Schools' bid shall not assume that no changes have been made to the bid documents. Bidder shall be held to comply with all requirements as stated in such documents unless expressly stated as exceptions in the Bid Proposal Form.

Bidder must clearly state in the bid any exceptions to the bid specifications. The listing of exceptions, if any, is mandatory. Bidder shall list any and all exceptions on the "Exceptions" area in the Bid Proposal Form. Any exceptions found in review but not listed could be a basis for rejection of the bid.

Specifications listed are to be considered minimal specifications and any and all products Bidder offers shall adhere to these minimal specifications. Any proposed item not meeting these specifications shall be noted on the "Exceptions" area in the Bid Proposal Form.

***\*\*It is extremely important that all Bidders have full and complete knowledge of the items they are proposing. Bidders are responsible for obtaining accurate and detailed specifications on the bid items, whether or not the specifications are listed on the Bid Pricing Sheet.\*\****

Bidders must clearly indicate in the Bid Proposal and Pricing Sheet, the condition of the books, extent of warranties, guaranteed delivery time, conformance to specifications, rebates, and level of customer service available through this ITB.

The Bidder must submit the names of three (3) similar/larger sized school districts whereby Bidder is a significant source of these products. The references cannot include Chippewa Valley Schools.

The products are to be furnished in accordance with the specifications and deliveries are to be made only upon the issuance of District Purchase Orders. The products are to be delivered to the schools identified in this ITB.

This Bid Pricing Sheet includes a VOLUNTARY ALTERNATE row on the last page of the document. This VOLUNTARY ALTERNATE row is ONLY to be used for an item in which the Bidder knows that there is a NEWER edition/LATER copyright available than the item listed in the Bid Pricing Sheet. Bidder is able to submit pricing on both the older copyrighted material requested by the District, and also submit VOLUNTARY ALTERNATE pricing for the later copyright dated material. It shall be the District's sole decision which material to award.

Bid Security is NOT required for this bid submission.

### **Method of Bidding**

Bidders are encouraged, but not required, to bid on the entire bid package. The unit costs shall include such items as overhead, profit, insurance, truck mileage, shipping, handling, and delivery charges, etc. No additional cost of any kind will be allowed during the bidding process.

Bidders are not allowed a tying arrangement, in any way, for any product or software subscription, whether or not the item is listed in the Bid Pricing Sheet. Each and every item that the bidder provides unit pricing on shall not be tied to any other item, whether or not the item is listed in the Bid Pricing Sheet. Tying arrangements are illegal under Section 1 of the Sherman Act, which prohibits “contracts in restraint of trade,” Section 3 of the Clayton Act, which prohibits exclusivity arrangements that may “substantially lessen competition,” and Section 5 of the FTC Act, which prohibits “unfair methods of competition.” Tying may also constitute conduct supporting a monopolization claim under Section 2 of the Sherman Act.

Bidders shall submit individual item unit pricing on the Bid Pricing Sheet (Excel spreadsheet) for each specified item. An item without a bid price shall be indicated as a No Bid. The Bid Pricing Sheet shall list unit cost and total cost. Unit cost is defined as the cost for one unit. Total cost is defined as the cost of one unit multiplied by the quantity requested.

### **Alternate Products**

Alternate proposed items are not allowed in this ITB. The only exception to this would be if there is a newer edition now available for the same item specified in the bid. All bidders shall provide pricing on the specified items as is, but newer editions can be indicated as a Voluntary Alternate at the end of the Bid Pricing Sheet.

### **Unit of Measure**

If bid price is based on a different unit of measure (UOM) than unit of measure specified, Bidder MUST indicate unit of measure bid in the “Exception” field provided.

### **Pricing**

Pricing shall be FOB inside delivery to various locations. **Unit pricing shall include inside delivery to each building** and shall be FOB destination with all handling and freight charges incorporated in the pricing. The unit prices shall include all delivery charges, overhead, profit and other pertinent costs.

Bids are considered irregular and may be rejected if unit prices contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values. Any unit cost that, in the sole opinion of the District, is unbalanced or excessive may be rejected without affecting the validity of the bid or other unit prices. An entire bid may be rejected if, in the sole opinion of the District, rejection of individual unit prices materially affects the bid.

Vendors will be held responsible for their bid price(s). Bid prices shall be firm for a minimum of ninety (90) calendar days from bid opening date until bid award. The District will select the Bid Proposal(s) that it deems most qualified to serve the best interests of the District. District reserves the right to order additional quantities at the same bid unit cost for up to 150 days from bid opening date.

### **Bid Documents**

Unit pricing shall be submitted using the Bid Pricing Sheet issued by the District. Bidders shall not utilize their own forms. Bidders shall not add or delete any rows or columns unless specifically directed to do so in Addendum format by the District. Bidder is solely responsible for making sure that the printed and completed form is completely legible, and all calculations are error-free.

### **Minimum Order Requirements**

Preference shall be given to those Bidders who offer no or lower minimum order requirements in addition to their ability to deliver product in August 2026. If a minimum order amount or quantity is required, bidders must indicate such requirement on the Bid Proposal Form in the Exceptions field.

### **Bid Protest**

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request for Proposals (RFPs) or the individual bid specifications package for resolution. Bid protests shall be filed, in writing, with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding contracts.

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings.

### **Confidentiality**

The District is subject to the statutory requirements for the Freedom of Information Act (FOIA) laws. All information in the Bidder's proposal and any resulting order are subject to the provisions of FOIA.

The Bidder agrees that the District may copy their proposal, respond to requests for such public records, and provide customer access to their information. The Bidder consents to such requests and warrants that this will not violate the rights of any third party. The District may, furthermore, load bid pricing information to its District's website which allows public access.

Vendor information that is proprietary and/or confidential shall be marked and kept readily separated from the rest of their proposal. An entire proposal shall not be marked as proprietary/confidential, or it may be disqualified from award consideration.

### **Sales Tax Exemption**

It is understood that the District is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying to the products specified in this document. Therefore, the prices quoted by the Bidder should not include any allocation for taxes. The successful bidder shall pay all other taxes required by law.

### **Post-Bid Interviews**

All experienced and qualified Bidders are requested to submit a proposal based on their experience and capability. The District will select the Bidder(s) deemed to serve the best interests of the District. The District, in its sole discretion, reserves the right to request post-bid interviews from all, some or none of the Bidders. The District reserves the right to request qualification information from any bidder before issuing documents, receiving bids, or placing orders.

### **Product Knowledge**

Bidders shall warrant that their items meet the minimum specifications required by the District. The District reserves the sole right to accept or reject a bid that does not meet minimum specifications.

Vendor must warrant that they are the legal and rightful owner of the products or that they are legally licensed and/or authorized to sell and/or distribute products being purchased hereunder by the District. All products delivered under this order shall be free and clear of any and all encumbrances of any kind.

Bidder shall have detailed knowledge of all of the products they are proposing. Bidder shall research the bid item to ensure that their proposed item is equivalent in every way. The District reserves the right to not list all the item specifications in the Bid Pricing Sheet, but the Bidder is still responsible for knowing the specifications.

### **Product Specifications and Quantity**

Detailed product listing is shown on the Bid Pricing Sheet (separate document). The Bid Pricing Sheet includes the quantity needed for each item required by the District. The District reserves the right to order none, some, or all of the items and quantities listed in the Bid Pricing Sheet. District also reserves the right to increase or decrease the quantity ordered for the items by a maximum of 15% without any effect on the unit pricing submitted.

Professional development and in-service training shall be included as part of the bid requirements at the price submitted on the Bid Pricing Sheet, if applicable. Access to online student editions shall be available via registration with access codes and passwords. Online and technology support shall also be available.

1. Price alone shall not be a factor in the award of the bid. Other factors to be considered are the reliability of the bidder, quality of the materials, binding and services, conformity with specifications, satisfaction of delivery dates, fill rates and adherence in providing information.
2. Vendor shall not charge shipping for any “free supplemental” items.
3. Vendor will include inside delivery charges in bid unit pricing.
4. If a backorder is necessary, it must be delivered within 45 days after receipt of order.
5. The District will only consider brand new materials.
6. Vendor will provide onsite training/professional development for on-line items at no charge to the district. Online support and Technology support via email and phone shall also be included at no cost to the district.
7. Vendor will not charge additional fees for books not normally carried in their inventory, titles with little or no discount or small publishers.
8. Vendor will replace any book that is damaged during shipment or otherwise not in compliance with the order at no charge.
9. Vendor will not have a handling/restocking charge.
10. Vendor will provide the best binding available from the publisher for every title requested, unless otherwise noted in the bid.
11. Vendor must accept purchase orders as an ordering method and a check for payment.
12. Vendor must be able to provide a written delivery guarantee for books.
13. All materials are to be delivered in August 2026.

All materials shall be the latest copyright available, unless specifically indicated otherwise. If the Bid Pricing Sheet lists an item with an outdated / earlier copyrighted year, then the Bidder must include pricing for the listed copyrighted year IN ADDITION to submitting unit pricing for the proposed latest copyrighted material.

## **SECTION II: BID AWARD**

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### **Bid Award**

It is the intent of the District to award the bid by its Board of Education on July 13, 2026, and Vendor shall deliver all materials in August 2026.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the ITB requirements, and that bidder understands and agrees to abide by each, and all of the stipulations and requirements contained therein.

The District retains the right to award all products to one bidder or to split out the award to more than one bidder at its own discretion without any changes in submitted unit pricing. Bidder must indicate on his/her proposal any such EXCEPTION to the requirements in this ITB.

The following criterion shall be considered in making an award, in no particular order: Product reviews, product pricing, previous invoice history with the Bidder, complete information on bid responses, vendors experience with products, service and warranty support policies, delivery timelines, references, or any other factors as appropriate criteria deemed important by the District.

### **Qualifications of Bidder**

The District will consider the Bidder's record of performance of any order for similar services for which he may have entered with other entities. This performance can include, but is not limited to, Bidder's invoicing accuracy. The District reserves the right to reject the bidder if the record discloses that such bidder, in the District's opinion, has not performed properly such contracts or otherwise disregarded contractual obligations. The District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the terms of the contract, and the bidder shall furnish the District all information for this purpose as the District may request.

### **Acceptance of Bid**

The District shall have the right to waive any informality or irregularity in any bid received and to accept bids that are in the best interest of the District. The District shall have the right to accept alternates in any order or combination and to determine the best proposal overall based on the specified unit prices bid and the alternates accepted.

### **Right to Reject Bid**

The District reserves the right to waive irregularities or informalities herein; to accept or reject any or all bids in whole or in part; or to award items to other than the low bidder if deemed in its sole discretion to be in the best interest of the District. The bidder, in submitting his/her bid, agrees to accept the decision of the District as final.

Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law: If bid proposal form furnished is not used or is altered, if there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the bid incomplete, indefinite, or ambiguous as to its meaning, if bidder adds any provisions reserving right to accept or reject any bid awards, if unit prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis value, if bidder fails to complete any portion of the Bid Proposal Form where information is requested such that the Bid Proposal Form cannot be properly evaluated, or if any pertinent instructions to Bidders is not fully complied with.

**Warranty**

Vendor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the District by any other clause of this solicitation.

## **SECTION III: ORDER REQUIREMENTS**

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### **Delivery**

Deliveries shall be made to all school buildings listed below, as instructed on the District's Purchase Orders.

#### **Elementary Buildings:**

Cherokee Elementary	42900 Rivergate Drive, Clinton Twp., MI 48038
Cheyenne Elementary	47600 Heydenreich, Macomb, MI 48044
Clinton Valley Elementary	1260 Mulberry, Mt. Clemens, MI 48043
Erie Elementary	42276 Romeo Plank Road, Clinton Twp., MI 48038
Fox Elementary	17500 Millstone Drive, Macomb, MI 48044
Huron Elementary	15800 Terra Bella, Clinton Twp., MI 48038
Miami Elementary	41290 Kentvale, Clinton Twp., MI 48038
Mohawk Elementary	48101 Romeo Plank Road, Macomb, MI 48044
Ojibwa Elementary	46950 Heydenreich, Macomb, MI 48044
Ottawa Elementary	18601 Millar, Macomb, MI 48036
Sequoyah Elementary	18500 24 Mile Road, Macomb, MI 48042
Shawnee Elementary	21555 Vesper, Macomb, MI 48044

#### **Middle School Buildings:**

Algonquin Middle School	19150 Briarwood Lane, Clinton Twp., MI 48036
Iroquois Middle School	48301 Romeo Plank Road, Macomb, MI 48044
Seneca Middle School	47200 Heydenreich, Macomb, MI 48044
Wyandot Middle School	39490 Garfield, Clinton Twp., MI 48038

#### **High School Buildings:**

Chippewa Valley High School	18300 Nineteen Mile Road, Clinton Twp., MI 48038
Dakota High School	21055 Twenty-One Mile Road, Macomb, MI 48044

It is clearly understood that the intent of these specifications is to be used for complete delivery as soon as possible. Delivery to the school shall be made no earlier than 7:30 a.m. and be made no later than 3:00 p.m., Monday through Thursday only, unless otherwise instructed by the District.

Vendors that do not comply with the District's delivery dates as specified on the order without prior approval of the District may be eliminated from the District's bidders list for the next bid. Product shall not be left outside under any circumstances. Delivery of items deemed unacceptable by the District shall be rejected and returned at Vendor's expense. Delivery personnel shall not be paid gratuity and must be courteous at all times. The District reserves the right to demand a replacement driver for repeated disturbances.

Detailed packing slips showing the exact quantities of each item delivered shall be left with district personnel with each delivery. Vendor shall take responsibility for correcting delivery errors and/or problems at no extra cost to the District.

### **Insurance Requirements**

Successful Vendor shall provide all workers compensation and general liability insurance coverage for all workers involved in this transaction at all times.

Vendor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Chippewa Valley Schools, its officers and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the

negligent acts or omissions or willful misconduct in the performance by the Vendor hereunder, whether or not there is concurrent negligence on the part of the District, but excluding liability due to the active negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents, under workmen's compensation acts, disability benefits acts or other employee's benefits acts.

### **Product Inspection and Testing**

All supplies shall be guaranteed against defects in manufacturing and materials; defective products will be replaced for the length of the manufacturer's warranty and will cover parts and labor, and pick-up and delivery.

All goods are subject to inspection and testing. The District reserves the right to inspect all products. In the event that goods are defective in material or workmanship, or otherwise fail to meet the bid or order requirements, the District reserves the sole right to reject the goods. Rejected goods will be held for thirty (30) days after delivery. The Vendor shall arrange for the return of the goods, including paying for handling, packaging, restocking, and transportation costs. The District has the authority to dispose of the items without further liability in the event that the Vendor fails to make return arrangements within the specified time period. Any substitution, dilution, or other variance from the specifications will be grounds for termination of the order. Additionally, any fraudulent variance from the specifications may be grounds for criminal prosecution.

Vendor shall accept returns of products for any reason within sixty (60) days of delivery. Vendor shall immediately credit the District's account and not charge re-stocking fee.

### **Invoicing Procedure**

Invoices must reference the District's Purchase Order numbers and be mailed to the Business Department. Bid pricing shall reflect Net 30 payment terms at a minimum. Discounts for quicker payment are encouraged. Vendor shall be paid on the basis of invoices submitted and upon approval by an authorized district official and upon satisfactory completion of delivery. Payments will be mailed according to the District's Accounts Payable Schedule after approval at the next normally scheduled Board Meeting date.

The District reserves the right to withhold any or all payments or portions thereof for Vendor's failure to perform in accordance with the provisions of the order or any modifications thereto, or due to the Vendor's inability to invoice correctly. This shall be without penalty. Any recurrence in invoicing errors that result in overcharges could result in termination of the order.

### **Price Changes**

Bid pricing shall be firm and unit price adjustments will not be accepted for any reason for any item at any point during the term of the agreement. The District is not responsible for any other charges (including, but not limited to, fuel surcharges, handling, redelivery, etc) for any reason during the agreement.

### **Item Changes and Backorders**

All ordered items must be shipped as per bid specifications. Vendor must notify the District of changes to products, units of measure, or other pertinent information, at least two weeks in advance of these changes becoming effective. In the event a product is discontinued, the proposed substitution must be approved in writing in advance by the District.

If there is a backorder, Vendor is responsible for notifying the District immediately via telephone or email with the estimate delivery date for the backordered product. Each individual order will include a detailed packing slip and must reference the requester's name and District Purchase Order number. District shall not be billed

for backordered items until the item has been delivered. District shall not be responsible for shipping/handling/delivery charges for any reason.

### **Promotions**

The District expects to participate in all promotional and incentive programs offered to Bidder. Indicate all rebate programs, incentives, or other special programs available in the Bid Proposal Form and describe how the District would participate.

### **Media Releases**

Vendor shall not make any news releases, public announcements, or public disclosures, nor will they have any conversations with representatives of the news media pertaining to the ITB, impending order or a resulting order, without the prior written approval of the District. Upon prior written approval, statements shall be in accordance with explicit and written instructions provided by the District.

### **Order Requirements**

The successful bidder will be required to warehouse all items specified in the Bid Pricing Form and ship to the building(s) as requested.

Vendor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the District, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Vendor hereunder, whether or not there is concurrent negligence on the part of the District, but excluding liability due to the active negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

### **Warranties**

All goods provided under this order shall be of good quality within the description provided by the District and shall be fit for their ordinary purpose. Goods shall conform to the agreed upon specifications, shall conform to the affirmations of fact made by the Vendor or on the container or label.

Vendor must warrant that they are the legal and rightful owner of the products or that it is legally licensed and/or authorized to sell and/or distribute products being purchased hereunder by Chippewa Valley Schools. Vendor shall warranty that the goods are fit for the purpose required by the District whenever the District is relying on the Vendor's skill or judgment to select or furnish suitable goods. Vendor guarantees that any and all product delivered complies in all respects with and is not adulterated or misbranded within the meaning of standards and regulations established by Federal or State laws.

### **Assignment**

This agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

### **Severability**

If any provisions of this Bid shall be considered to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Any subsequent agreement entered into with the Vendor shall not conflict with the provisions of this bid. If any discrepancies are found, the provisions of this bid shall supersede any other agreement.

**Force Majeure**

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the other party's failure to perform, or delay in performing, any of its obligations contained in this agreement (except as obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm, or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

**Entire Agreement**

This agreement constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understandings, representations, or warranties of any kind, express, implied, or otherwise, not expressly set forth herein.

**Governing Law**

This purchase will be executed in the State of Michigan and shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret this purchase, the sole and exclusive venue shall be a court of the competent jurisdiction in Macomb County.

## **SECTION IV: ORDER CHANGES**

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### **Order Changes**

The District reserves the right to modify the resulting order at any time during the term without penalty. These modifications can include changing item quantities, delivery locations, and any other modifications deemed necessary. Any changes proposed by the Vendor shall be in writing and are subject to prior acceptance by the District. Vendor shall be required, upon request, to substantiate the need for the modification. In the event that the proposed change(s) are not acceptable to the District, the order or portion thereof shall be subject to cancellation. Any and all amendments shall in no way invalidate or void the terms of the original agreement.

### **Dispute Resolution**

In the event the awarded Vendor fails to meet the requirements of this bid document and/or any of its related addendums, the following steps will be taken in addition to any remedies available by law:

The awarded vendor will be given, in writing, a letter stating the nature of the violation along with a time period to cure. The awarded vendor will have five (5) business days after receipt of the letter to rectify and respond to the violation in writing to the District's Purchasing Department. The response must include the nature of the violation, how it will be resolved, and what steps are being taken to prevent this violation from occurring again.

Non-performance of contractual obligations can include but is not limited to the following: failure to supply awarded items, failure to supply awarded items in compliance with bid requirements and honored pricing, failure to deliver on time, unauthorized substitution of product, failure to submit timely and accurate invoices, failure to service the District in a professional manner, or violation of any other term of the agreement. The Vendor shall not, however, be considered to be in default if performance is delayed/made impossible by an act of God, floods, or fires.

### **Order Termination**

Cancellation for Cause: If the awarded Vendor has not resolved the violation or continues to repeat a similar past violation, the District reserves the right to immediately terminate the awarded bid by giving written notice of intent to do so. The District can also decide to procure items in substitution from an alternate source and/or exercise any remedy provided by law. The Vendor shall be held responsible for excess costs occasioned thereby. **Additionally, the District reserves the right not to award future bids to the terminated vendor for up to 5 years.**

Cancellation due to Bankruptcy/Insolvency: If the Awarded Vendor files for protection under bankruptcy law, or if they become insolvent, the District shall be notified in writing of such an occurrence within five (5) business days of the event. The District may, without prejudice, immediately terminate the Order, in whole or in part as a result of this event.

## SECTION V: BID PROPOSAL FORM

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### DISTRICT-WIDE PURCHASE OF TEXTBOOKS ITB 1.2627

#### **Bidder Acknowledgements and Certifications**

The undersigned acknowledges that Chippewa Valley Schools reserves the right to reject any or all bids, and to waive any informalities or irregularities. The District may hold all bids for up to ninety (90) days following the bid opening date. If, in the District's judgment, it is in its best interest to do so, the contract may be awarded to a bidder other than the lowest bidder based on factors such as product and service quality, delivery time, fill rate, and other relevant considerations.

If this proposal is accepted, we agree to enter into an Agreement with Chippewa Valley Schools to provide the specified products and/or services in full compliance with this proposal, the bid documents, and all applicable plans and specifications.

By signing below, I certify that this proposal complies with all Terms and Conditions set forth in the RFP. I further certify that this proposal is not the result of, nor influenced by, any unlawful collusion, fraud, or other prohibited activity with any individual or organization engaged in similar business. I understand that fraud and unlawful collusion are federal crimes and may result in fines, imprisonment, and civil penalties.

My signature also certifies that this firm has no business or personal relationships that would constitute, or appear to constitute, a conflict of interest with Chippewa Valley Schools. This includes any principals, officers, agents, employees, or representatives of this firm who may have such relationships related to the work or services resulting from this request and any subsequent contract.

I further certify that this firm is not currently debarred, suspended, or otherwise ineligible to participate in federal or state contracts, and that it has not been voluntarily excluded from any federal or state program. I acknowledge that submitting a bid while debarred or suspended violates federal and state law and may result in contract termination as well as additional penalties.

I acknowledge that the bid proposal, all issued addenda, bid requirements, terms and conditions, and vendor specifications are integral components of the resulting contract.

I hereby certify that I am authorized to sign as a Representative for the Firm.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

#### **ADDENDUM**

The undersigned acknowledges receipt of the following addenda, if so, issued by the District:

Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_

If no Addendums were issued, please acknowledge: \_\_\_\_\_ (initials)

**ADDITIONAL REQUESTED INFORMATION**

- 1. A Corporation organized and existing under the laws of the State of \_\_\_\_\_
- 2. Authorized Distributor?  Yes  No
- 3. Number of Years in Business as a Dealer: \_\_\_\_\_ Years
- 4. Has your company been disbarred or suspended from doing business with any State Government in the past five years?  Yes  No

**PRIMARY ACCOUNT REPRESENTATIVE INFORMATION**

If awarded this bid, Bidder shall assign a dedicated local sales representative to handle our account.

Name of Local Sales Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Number of other Michigan school districts Representative currently handles: \_\_\_\_\_

**DELIVERY LEAD TIME**

Bidder guarantees the following lead time for delivery of products: \_\_\_\_\_ days

**SERVICE GUARANTEE**

Bidder shall detail the product, service, and warranty guarantee that they are offering the District:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INCENTIVES**

The District strongly encourages all bidders to make available promotions, rebates, and special pricing to the District. Bidder shall detail any and all financial incentives being offered to the District as part of this Bid:

- 1. Payment Discount: Offered when District pays invoices within a shorter period of time than 30 days:  
\_\_\_\_\_
- 2. Volume Rebate: \_\_\_\_\_
- 3. Other(s): \_\_\_\_\_  
\_\_\_\_\_

**EXCEPTIONS**

Vendor shall detail below any and all exceptions to the bid, product specifications and/or contract terms and conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCES**

Please provide a minimum of **three (3) references**, preferably school districts other than Chippewa Valley Schools, for similar services within the past five years.

- (1) School Name/Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- (2) School Name/Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- (3) School Name/Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**BID ACKNOWLEDGEMENTS**

- Bidder reads and understands the bid instructions, specifications, and requirements thoroughly.  Yes  No
- Bidder acknowledges that their bid proposal will be evaluated as “submitted”.  Yes  No
- Bidder acknowledges that their bid pricing is held firm for 60 days after award.  Yes  No
- District reserves the right to order additional quantities at the same bid unit cost for up to 150 days from bid opening date.  Yes  No
- Bidder acknowledges any and all exceptions to the bid specifications have been listed on the Bid Pricing Form where requested.  Yes  No
- Bidder acknowledges that their firm has the capacity to successfully fulfill the requirements of the District.  Yes  No
- Bidder acknowledges that the District may at their option reject any or all bids, and award to the Bidder with the most advantageous proposal.  Yes  No
- Bidder acknowledges that the unit pricing they submitted includes all shipping, handling, and delivery charges. Bidder agrees that they will NOT invoice the District separately for these charges.  Yes  No
- Bidder affirms that there are no other agreements in effect with the District for these materials.  Yes  No
- Bidder affirms that there are no tying arrangements for any item offered by Bidder.  Yes  No







**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ ; Bid No. \_\_\_\_\_

County of \_\_\_\_\_ ;

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
Title Name of Firm

I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder, or potential Bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. My firm, its affiliates, subsidiaries, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
\_\_\_\_\_

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by Chippewa Valley Schools in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Chippewa Valley Schools of the true facts relating to submission of bids for this contract.

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**DEBARRED DISCLOSURE**

By submitting this bid/proposal, the undersigned certifies that neither the bidder/contractor, nor any of its principals, subconsultants, subcontractors, partners, officers, directors, or persons in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency;

(b) Has, within three-year period preceding this certification, been convicted of or had a civil judgment rendered against it for certain offenses related to obtaining or performing a public transaction or contract, antitrust violations, or other offenses involving dishonesty;

(c) Is presently charged by a governmental entity with commission of any of the offenses mentioned in paragraph (b);

(d) Has, within a three-year period preceding this certification, had one or more public transactions terminated for cause or default;

(e) Has been debarred or suspended from participating in state or federal procurement programs, including those administered by the State of Michigan’s Department of Technology, Management & Budget.

(f) The Contractor is “Actively” registered with SAMS and has been assigned the following DUNS Number: \_\_\_\_\_.

If unable to provide this certification, a written explanation must be submitted with the bid/proposal.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material, supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By \_\_\_\_\_  
Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name and Title