

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

ANNAPOLIS HIGH SCHOOL POOL IMPROVEMENTS AND BOILER REPLACEMENT  
4650 CLIPPERT ST  
DEARBORN HEIGHTS, MICHIGAN 48125

Dearborn Heights Schools District No.7 will receive single prime sealed bids for Annapolis High School Pool Improvements and Boiler Replacement until 10:00 a.m. local time on April 17, 2013 at the Board of Education Conference Room, 20629 Annapolis Street, Dearborn Heights, Michigan 48125, at which time and place all bids will be publicly opened and read aloud.

Bidding documents, including the Proposal Form, Drawings and Specifications, will be on file at the Offices of the Architect, Wold Architects and Engineers, 333 West Seventh Street, Suite 320, Royal Oak, Michigan 48067, (248) 284-0611; at the following Plan Rooms: CAM, 43636 Woodward Avenue, Bloomfield Hills, MI 48302; MHC/Repro Max, 36060 Industrial Road, Detroit, Michigan 48150; and Reed Construction Reports electronic plan room at [www.reedepc.com](http://www.reedepc.com); bidding documents may be viewed online also from Plan Well at [www.e-arc.com](http://www.e-arc.com) by clicking on the PlanWell icon, then the Public Plan Room icon, select Annapolis High School Pool Improvements and Boiler Replacement.

This project includes: Replacement of existing HVAC systems and replacement of existing general and pool lighting including associated general construction items such as ceilings, ceramic floor tile, soffits, and painting.

American Reprographics Company, 1009 West Maple Road, Clawson, MI 48017 (248) 288-5600, facsimile (248) 288-1198, will provide complete sets of the Bidding Documents to prospective bidders and subcontractors. The copies will be available about March 29, 2013. Both a deposit check in the amount of \$25 and a non-refundable check in the amount of \$25 made out to "Dearborn Heights Schools District No.7" for each set ordered are required. The following information must accompany the deposit: Company name, mailing address, street address, phone and facsimile numbers and type of bidder (i.e. General, Mechanical or Electrical Subcontractor to General, or other). A refund of \$25 will be sent to prime contractors who submit a bid to the Owner and subcontractors for each set (including addenda) returned to American Reprographics Company in good condition within ten (10) calendar days of the award date, subject to the conditions of AIA Document A701. Refunds will not be given if the plans are returned to the Architect's Office. Contractor's may also order electronic sets for a non-refundable deposit check in the amount of \$25.

Make proposals on the bid forms supplied in the Project Manual. No oral, telegraphic or telephonic proposals or modifications will be considered. Submit with each bid, a certified check or acceptable bidder's bond payable to Dearborn Heights Schools District No.7 in an amount equal to five percent (5%) of the total bid. The successful bidder will be required to furnish satisfactory Labor and Material Payment Bond, and Performance Bond.

**All Bids** shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner(s) or any employee of the bidder and any member of the Board of Education or the superintendent of the School District. The Board of Education **will not** accept a bid that does not include a sworn and notarized familial relationship disclosure statement.

**All Bids** shall be accompanied by the sworn and notarized statement certifying that the bidder is not an Iran Linked Business as required by the Iran Economic Sanctions Act of 2012, Public Act 517. The Board of Education **will not** accept a bid that does not include a sworn and notarized certification that the bidder is not an Iran Linked Business.

Bids may not be withdrawn within thirty (30) days after the scheduled time of opening bids, without the consent of the Owner. The Owner reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding.

The Owner requires substantial completion of all work at the pool and locker rooms by August 23, 2013. The Owner requires substantial completion for all work at the boiler room by September 27, 2013.

Board of Education

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7



**SECTION 00 21 13**

**INSTRUCTIONS TO BIDDERS**

The Instructions to Bidders, AIA Document A701, 1997 is attached after this section.

**END OF SECTION 00 21 13**





# AIA<sup>®</sup> Document A701<sup>™</sup> – 1997

## *Instructions to Bidders*

### for the following PROJECT:

*(Name and location or address):*

Annapolis High School Pool Improvements and Boiler Replacement  
4650 Clippert Street  
Dearborn Heights, Michigan 48125

### THE OWNER:

*(Name and address):*

Dearborn Heights School District No. 7  
20629 Annapolis Street  
Dearborn Heights, Michigan 48125

### THE ARCHITECT:

*(Name and address):*

Wold Architects and Engineers  
333 West Seventh Street, Suite 320  
Royal Oak, Michigan 48067

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. **"A bidder is defined as the "bidding entity," i.e. the corporation, partnership or other entity in whose name a bid is submitted. Experience qualifications required of "the bidder" will refer, first, to the bidding entity rather than the experience, either individual or aggregate, of the individuals who make up the company. The experience of key personnel (the persons assigned as Project Manager and Project Superintendent) will also be considered in the process of evaluating the bidding entity."**

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded **when**

**the Architect's Office receives notification from the contractor holding a contract with the Owner within the time limits specified on the advertisement for bids.**

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

**§ 3.3.5 Where the Contractor chooses to use an item approved by request but other than one shown on the details or specified, he shall be responsible for the coordination of any necessary changes in other work, and shall bear the cost of such changes.**

### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

#### ARTICLE 4 BIDDING PROCEDURES

##### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted in **duplicate** on the forms included with the Bidding Documents as produced by **Wold Architects and Engineers, 202 East Third Street, Suite 200, Royal Oak, Michigan 48067.**

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.1.8 All Bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner(s) or any employee of the bidder and any member of the Board of Education or the Superintendent of the School District. The Board of Education will not accept a bid that does not include a sworn and notarized familial relationship disclosure statement.

##### § 4.2 BID SECURITY

§ 4.2.1 No bid will be considered, unless it is accompanied by a certified check or acceptable Bid Bond payable without condition to the Owner in an amount equal to five percent (5%) of the total bid. The certified check or Bid Bond which must accompany each bid is required as a guarantee that the bidder will enter into a contract with the Owner for the work described in the proposal and furnish a performance and payment bond and certificates of insurance as specified after notice by the Owner or Architect that contracts have been awarded to him and are ready for execution.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of the **three lowest** Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected. **The Bid Security of other bidders will be returned by the Owner within a reasonable time after the opening of bids.**



### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder for a period of thirty (30) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### § 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### § 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

## § 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

## § 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 BOND REQUIREMENTS

§ 7.1.1 Refer to Section 00 72 00 General Conditions of the Contract for Construction for Bond requirements.

*(Paragraphs deleted)*

## ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: ANNAPOLIS HIGH SCHOOL POOL IMPROVEMENTS AND BOILER REPLACEMENT 4650 CLIPPERT ST DEARBORN HEIGHTS, MICHIGAN 48125

BID TO: Dearborn Heights Schools District No.7 Board of Education Conference Room 20629 Annapolis Street Dearborn Heights, Michigan 48125

BID FROM: \_\_\_\_\_

We have examined the Contract Documents for the proposed Annapolis High School Pool Improvements and Boiler Replacement as prepared by Wold Architects and Engineers, Royal Oak, Michigan, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. \_\_\_\_\_ issued thereto.

- 1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, August 23, 2013 for all work at the Pool and Locker Rooms and September 27, 2013 for all work at the Boiler Room.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

- 1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

\_\_\_\_\_ Dollars \$

B. Alternates

- 1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 Pool Deck Tile Replacement

Add/Deduct \_\_\_\_\_ Dollars \$

- 2. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 2 Pool Light Fixture

Add/Deduct \_\_\_\_\_ Dollars \$

3. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 3 Pool Metal Ceiling Painting

Add/Deduct \_\_\_\_\_ Dollars \$ \_\_\_\_\_

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. For added or subtracted mortar bed replacement \$ \_\_\_\_\_ cu. yd.

DATE \_\_\_\_\_

FIRM NAME \_\_\_\_\_

OFFICIAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**END OF SECTION 00 41 13**

SECTION 00 41 15

FAMILIAL AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Dearborn Heights School District No. 7 advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of \_\_\_\_\_ (the "Bidder") and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

END OF SECTION 00 41 15



**SECTION 00 41 16**

**NON-IRAN LINKED BUSINESS CERTIFICATION**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to the Iran Economic Sanction Act of 2012, Public Act 517, provided in the Dearborn Heights School District No. 7 advertisement for construction bids, hereby represent and warrant, that the Bidder is not an Iran Liked Business.

The Act defines an Iran Linked Business as: 1) a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or 2) a financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the public entity determines, using credible information available to the public, that a person or entity has submitted a false certification, the public entity must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

**BIDDER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**END OF SECTION 00 41 16**

