

Request for Proposal

Concrete Floor Resurfacing

RFP #19-0023

Issue Date: Thursday, April 18, 2019

Proposal Due Date: Friday, May 3, 2019, 2:00 p.m. EST

Contracting Officer: Michelle Selak, Buyer



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SECTION I: REQUEST FOR PROPOSAL PURPOSE AND SCHEDULE

1. PURPOSE:

Oakland Schools (OS) is seeking cost per square foot pricing for concrete polishing at the Oakland Schools four (4) technical campuses. Joint fillers will be needed for all open joints and no staining of the concrete is desired. Minor imperfections such as small chips will not require patching; however major chips and imperfections that pose a safety hazard will need to be patched. Building, building components, and/or equipment shall be the bidder's responsibility to take whatever precautions are necessary to protect them. At completion, bidder will be responsible for all concrete dust removal from concrete polishing area.

Included in this Request for Proposal (RFP) is the need for a cost per lineal foot of floor safety striping.

2. BACKGROUND INFORMATION:

OAKLAND SCHOOLS

Oakland Schools is one of 56 intermediate school districts (ISD) in Michigan. As an ISD, we are a regional service provider to the local public school districts located in Oakland County, Michigan. Oakland Schools is an autonomous, tax-supported public school district governed by Michigan General School Laws. In addition, Oakland Schools operates four NCA Accredited regional technical campuses with an enrollment of more than 2,500 students who attend half-day sessions (morning and afternoon sessions are offered) at campuses located in Clarkston, Pontiac, Royal Oak, and Wixom.

The campuses provide practical career technical education to high school students from Oakland County's 28 public school districts, public academies, private learning institutions and home schools. Oakland Schools Technical campuses offer nine (9) nationally-recognized career "clusters" and developed around broad occupational areas.

3. REQUEST FOR PROPOSAL SCHEDULE:

Deadline to submit clarifying questions April 25, 2019 4:00p.m. ES	019 4:00p.m. EST
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Question responses posted to Bidnet/MITN April 26, 2019 4:00p.m. EST

Proposals due date May 3, 2019 2:00p.m. EST

Tentative interviews/presentations May 15, 2019

Board approval June 4, 2019

Contract start date June 24, 2019

Project completion date by July 26, 2019



SECTION II: INSTRUCTIONS TO BIDDERS

1. PROPOSALS

The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting proposals for #19.0023 Concrete Floor Resurfacing in accordance with the attached specifications. All proposals shall be received no later than May 3, 2019, 2:00p.m. EST local time as established by the U.S. Atomic Digital clock (http://nist.time.gov). It is the sole responsibility of the Bidder to ensure their proposal reaches Oakland Schools on or before the closing date and hour as indicated. Proposals submitted late or via oral, electronic mail or by facsimile will NOT be accepted.

Proposals postdated will constitute as late. All late Proposals will be rejected and destroyed after ten (10) days, unless otherwise notified to return to the Bidder, at the Bidder's expense.

The Bidder shall utilize proposal forms as supplied in the RPF document. Pricing shall only be provided in the specific format requested. The pricing and/or Fees shall not be placed within the written Proposal.

Each Bidder shall hand deliver or express mail one (1) hard copy original Proposal <u>and</u> one (1) USB flash drive of the Proposal.

In addition, each Bidder shall provide one (1) copy of the Fee Proposal in a separate sealed envelope clearly marked Fee Proposal; contained within the Bidders sealed Proposal.

Proposals shall be clearly labeled with RFP # 19.0023 and Concrete Floor Resurfacing and list Bidder's name and address. Proposals shall be submitted to the address listed below:

Oakland Schools
Office of Procurement and Contracting
#19.0023 Concrete Floor Resurfacing
2111 Pontiac Lake Road
Waterford, MI 48328

2. BUILDING CLOSURE

In the event the District, and/or district building, is closed due to unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the District and/or Oakland Schools building is open.

3. BIDDER QUESTIONS

Any and all clarification questions pertaining to this RFP shall be submitted in writing through email to purchasing@oakland.k12.mi.us by date provide within RFP. Questions will be answered and posted as an addendum on Michigan Inter-governmental Trade Network (MITN) at http://bidnetdirect.com/mitn. It is the Bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation prior to submitting their proposal. Oakland Schools will not be bound by oral responses to inquires or written responses other than written addenda. Bidders are required to acknowledge all addenda in their Proposal, which they have received. The Failure to receive or acknowledge receipt of any addenda may result in rejection of a proposal as being non-responsive.

4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

Any and all communication with regards to this RFP shall go through the Contracting Officer. Failure to comply with this may be grounds for disqualification.

5. EXCEPTIONS

Proposals shall meet or exceed all specifications herein. Any and all deviations from specifications, terms and conditions shall be clearly detailed on **Section IX**, **Exception to Specification Form**; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible thereof.

6. WITHDRAWAL OF PROPOSALS



Any Bidder may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance and pricing shall be honored for a period of 180 (one hundred eighty) days beyond the proposal opening.

7. PROPOSAL COSTS

Oakland Schools assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of the contract and/or purchase order.

8. EXECUTIVE SUMMARY

Proposals must include an executive summary, not to exceed two (2) pages in length providing an overview of the proposed solution, service, or system, and any information the Bidder wishes to bring to the attention of Oakland Schools.

9. PROPOSAL ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept or reject any or all Proposals or alternative proposals, in whole or in part, with or without cause; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of the Oakland Schools.

10. GIFTS, GRATUITIES OR KICKBACKS

Acceptance and the offering of gifts, gratuities or kickbacks from Bidders to Oakland Schools employees and their family members or the members of the Board of Education are strictly prohibited.

11. SOLE BIDDER | COST ANALYSIS

If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Oakland Schools, will 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, including, but not limited to, the evaluation of specific costs and profits.

12. BIDDER INTERVIEWS AND DEMONSTRATIONS

Oakland Schools may at their sole discretion request additional information or elect to conduct interviews, demonstrations, and site visits with selected Bidders under active consideration. Oakland Schools is not obligated to provide all Bidders with such an opportunity.

13. MISREPRESENTATIONS

If it is discovered, prior to an award, that a proposal contains false, misleading, or otherwise inaccurate information, the proposal will immediately be disqualified. If it is discovered, after a contract has been executed, that the contractor had provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

14. OPEN PROCUREMENT

Oakland Schools reserves the right to accept any item or group of items proposed in any response. Oakland Schools reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder's response and will discuss such decisions with all parties involved. Oakland Schools reserves the right to negotiate with Bidders, which may be in the best interest of Oakland Schools.

In the event that the Bidder markets materials, products, and/or services that is newer, less expensive, or better suited to the needs of Oakland Schools after the date of the contract pursuant to this proposal document, Oakland Schools shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials, products, and/or services, as herein specified. The Bidder shall provide Oakland Schools with timely notice of the availability of such newer materials, products, and/or services.

15. NOTIFICATION OF AWARD

Once approved by the Board of Education, Oakland Schools will publish the award on http://bidnetdirect.com/mitn.

16. BIDDER DEBRIEFING



The Bidder can request a debriefing conference within five (5) business days after the award board date. The debriefing shall be held within five (5) business days of the request and will be scheduled for a maximum of one hour. Discussion at the debriefing conference will be limited to the following:

- a. Evaluation and scoring of the Bidder's proposal.
- b. Critique of the Bidder's proposal.
- c. Review of the Bidder's final score in comparison with other Bidder's final scores without identifying the Bidders.

17. SERVICE OF PROTEST AND DISPUTES

Protests may be served by an actual or prospective Bidder or contractor who may be aggrieved in connection with this solicitation or award of any contract resulting from this solicitation to the Contracting Officer. Any protest shall be submitted in writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto.



SECTION III: GENERAL CONTRACTUAL TERMS & CONDITIONS

1. CONTRACTOR STATUS

Contractor is retained by Oakland Schools only for the purposes and to the extent set forth in this Contract. Contractor's relation to Oakland Schools shall only be that of an independent contractor. Both parties understand and agree that this Contract is not intended and shall not be construed to create an employment relationship between District and contractor, its officers, employees, or agents.

Contractor shall at no time represent itself to be an employee or agent of Oakland Schools and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of Oakland Schools pertaining to or in connection with any fringe, pension, workers' compensation, unemployment or similar benefits for Oakland School's employees.

Contractor shall retain sole and absolute discretion in the methods and means of carrying out Contractor's Activities and responsibilities under this Contract, except to the extent specified in this Contract.

2. TAXES

Oakland Schools is exempt from paying Sales tax. Exemption certificates will be provided upon request.

3. TERMINATION RIGHTS

Oakland Schools may terminate this Contract with or without cause upon thirty (30) days prior written notice to the Contractor. For purposes of this Contract, the term "Cause" shall mean: the failure by the Contractor to comply with any of the material terms of this Contract after being given written notice of such failure by Oakland Schools and the failure to cure such condition, and provide a written response to Oakland Schools detailing how it was cured and what steps are being taken to prevent the failure from occurring again, within fourteen (14) days after receipt of such notice. Contractor will be paid only that amount which has been incurred for work completed up to the date of termination. Contractor will not be eligible for any anticipatory profits or fees for future work beyond the termination date of this Contract.

4. OAKLAND SCHOOLS CONTRACTOR PAYMENT POLICY & PROCEDURES

All payments are conditioned upon properly documented proof of performance on an original Contractor invoice submitted by Contractor to Oakland Schools detailing all amounts invoiced for services. Payment will be made no later than thirty (30) days after receipt of said invoice. Invoices shall be submitted to shall Oakland School, Accounts Payable, 2111 Pontiac Lake Rd., Waterford, MI 48328. Invoices shall include the following information: CT number, Contractor name and/or DBA, Contractor address, number of hours worked, dates of work, rate, and detailed description of service/materials provided. Contractor shall maintain all records and documentation regarding payment for at least three (3) years following the date of final payment from Oakland Schools under the Contract.

All amounts paid to Contractor under this contract will be reported to the Internal Revenue Service as required by law and Oakland Schools will timely issue a Form 1099 to the Contractor. Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees, accounting fees, and other costs and expenses incurred in connection with the performance of this contract.

5. EXPENSES

Under no circumstances will contractor be paid, or reimbursed, for any expenses for entertainment, alcohol or other similar personal expenses, or any other expenses which are illegal.

6. CONFIDENTIALITY

The information contained in the Request for Proposal is intended solely for internal use by the Bidder in its Proposal preparation. All information contain herein is proprietary and shall not be distributed to any third party, except as required by law. Further, any information obtained by Contractor, or any reports prepared or supplied (including information contained therein) to Oakland Schools under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of Oakland Schools.



Bidder(s) will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior written approval of, and in coordination with, Oakland Schools.

7. FREEDOM OF INFORMATION ACT

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

8. EXECUTION OF CONTRACT

The contract entered into by the parties shall consist of all parts of this Request for Proposal including specifications, drawings, addenda, Bidder's submitted proposal, purchase order, which all shall be referred to collectively as the Contract Documents. The Bidder shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

9. IMMUNITIES

This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the Bidder is that of independent contracting parties. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Bidder shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

10. TOBACO/ALCOHOL ON SCHOOL PREMISES

Smoking, the use of tobacco products, or alcohol shall not be permitted on the school property at any time.

11. NONDISCRIMINATION

The Bidder hereby agrees to comply with all applicable federal, state and municipal equal opportunity and nondiscrimination guidelines, regulations and executive orders, and covenants that neither the Bidder nor any of the Bidder's subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability in its programs, services, activities or employment. Failure on the part of the Bidder to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Oakland Schools to revoke and otherwise terminate the contract and all obligations of the School District there under.

12. GUARANTEES BY THE BIDDER

The Bidder guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by an Oakland Schools representative; that all materials, products and service offered is standard, new, latest, model of regular stock product or as required by the specifications type of equipment or furniture offered; also that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

13. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL BIDDER(S)

Bidder agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Oakland Schools.

a. <u>Commercial General Liability Insurance</u> with limits of three million dollars (\$3,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage;



- b. <u>Professional Liability Insurance (Errors & Omissions)</u> of one million dollars (\$1,000,000) each occurrence;
- c. Workers' Compensation including Employer's Liability Coverage of one hundred thousand dollars (\$100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law:
- d. <u>Automobile Liability</u> with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this Paragraph is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Bidder during the term of this Contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Contract.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Office of Procurement & Contracting, Oakland Schools, 2111 Pontiac Lake Road, Waterford, Michigan 48328. If such insurance is not in force, Oakland Schools may, at its option, terminate and cancel the contract.

14. COMPLIANCE

Bidder agrees to comply with all Federal, State, and local laws, rules, regulations, executive orders and ordinances that may be applicable to the Bidder performance of its obligations under this contract.

15. OAKLAND SCHOOLS RIGHT TO COMPLETE

In the event the Contractor shall fails, neglects, or refuses to perform any and all services under this Contract, Oakland Schools may perform or hire another contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments.

16. ASSIGNMENT AND SUBCONTRACTING

Bidder does not have the right to assign or subcontract all or any portion of this contract without the written approval of the Contracting Officer.

17. GENERAL INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor; or (iii) any breach of any representation or warranty by Contractor, its officers, directors, employees, agents, successors or assigns under this Contract.

18. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Oakland Schools with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Oakland Schools arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Oakland Schools' use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this Contract; provided that Contractor is notified in writing within thirty (30) days from the date the District knew of such claim. Oakland Schools retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Oakland Schools in defending itself against such claims.



19. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW

It is the Bidder's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law and all applicable environmental laws. The Bidder is to provide Oakland Schools with the following information:

- a. Material Safety Data Sheets (MSDS) on all chemicals Bidder's company provides/uses in an Oakland Schools building.
- b. An inventory of the types of chemicals used their purpose, and their location in the building.

20. PRODUCT ACCEPTANCE

Oakland Schools reserves the right to require a final acceptance test by its own agents or consultants to ensure that each product provided functions as specified in the proposal document. All equipment will remain the property and responsibility of the Bidder(s) until acceptance. Only at that time will Oakland Schools assume responsibility for the possession of the equipment or any part thereof. The warranty period shall start upon product acceptance.

When installation/implementation has been completed, the successful bidder shall clean up all debris and rubbish resulting from his work from time to time as required or as directed. Upon completion of the installation/ implementation, the premises shall be left in a neat, unobstructed condition.

21. GOVERNING LAW

This Contract has been 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 Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Oakland County, Michigan.

22. CONFLICT OF INTEREST

The Bidder agrees that any/all of Bidder's owners, officers, directors and administrators, as well as any of Bidder's employees who are involved in this procurement and/or contracting process, shall disclose if they have a business or other relationship with any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland School, including, but not limited to an employment, service, or other ownership or business relationship. As used in this section, "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. The Bidder shall execute the Notarized Familial & Relationship Disclosure Affidavit, attached hereto as Section VIII and submit the same with its proposal. Furthermore, Bidder represents and warrants to Oakland Schools that if any owners, officers, directors, administrators of Bidder, or any employees of Bidder who are involved in this procurement and/or contracting process, establish any such business or other relationship with any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland School after being awarded the contract and during the term of the contract, Bidder shall immediately disclose the type and nature of such relationship to Oakland Schools in writing. If, after such disclosure, Oakland Schools cannot comply with applicable conflict of interest laws due to such relationship, Oakland Schools shall have the right revoke its award of any contract to Contractor, if the contract has not been executed, or immediately terminate the contract and be entitled to any remedies provided in law or equity.

No member of Oakland Schools Board of Education, City, State or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates. If the District, in its sole and absolute discretion, deems a conflict of interest exists under applicable laws, such may be grounds for disqualification.

23. MICHIGAN SCHOOL SAFETY LEGISLATION

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and subcontractors of any degree, must present themselves for fingerprinting upon execution of this Agreement so that Oakland Schools is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. The Contractor shall pay the cost of each criminal check performed related to this Agreement. Neither the Contractor nor subcontractor thereof of



any degree shall assign any individual, and Oakland Schools shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of Oakland Schools each specifically approve of the work assignment in writing.

Any personnel of the Contractor or of the subcontractors thereof of any degree that have been charged with any of the referenced crimes referenced in 2006 PA 680 shall immediately report that circumstance to Oakland Schools superintendent and shall not be permitted to work in any of the District schools or schools of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Oakland Schools reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Oakland School's judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a subcontractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, subcontractors, suppliers and materialmen of any degree.

In addition to this contract clause, the Contractor shall be obligated to undertake every necessary effort to assist Oakland Schools in complying with statutorily required criminal checks and reporting requirements concerning any employees in its employ and subcontractors of any degree. To the extent applicable law related to criminal checks and reporting requirements is amended, Contractor agrees that it shall fully abide by, comply with and assist Oakland Schools with its compliance with such amendments. To that end the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

24. IRAN ECONOMIC SANCTIONS ACT

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a Proposal on a request for proposal with a "public entity" (Oakland Schools). The Act also requires that a person that submits a proposal in response to a Oakland Schools request for proposal shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Oakland Schools, and not just to construction projects.

The Act defines an Iran Linked Business as:

- a. 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;
- b. 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 Oakland Schools determines, using credible information available to the public, that a person or entity has submitted a false certification, Oakland Schools shall 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 shall include information on how to contest the determination. The notice shall 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.

25. NOTICES

All notices under this Contract shall be deemed to be adequate and sufficient notice if given in writing and delivered via a) registered or certified mail; or b) a nationally recognized overnight air courier. All notices shall be sent to Oakland Schools, Office of Procurement & Contracting, 2111 Pontiac Lake Road, Waterford, MI 48328.

26. SEVERABILITY



If any provision of the contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in anyway.

27. ENTIRE AGREEMENT

This Contract represents the entire understanding between the District and the Bidder and it supersedes all prior representations or agreements whether written or oral. Neither part has relied on any prior representations in entering into this Contract.

28. NON-WAIVER

No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

29. REPORTING | DOCUMENTATION

The Bidder shall provide all reasonably necessary reporting and documentation to permit Oakland Schools to comply with applicable laws.

30. OFFICIAL DOCUEMENTS

The Authorized Version of the Request For Proposal (RFP) document shall be that document appearing on BidNet Direct with amendments and updates. Oakland Schools officially distributes RFP documents through BidNet Direct. Copies of documents obtained from any other source are not considered official copies. Only those Bidders who obtain documents from the BidNet Direct system are guaranteed access to receive addendum information, if such information is issued. If Bidder obtained this document from a source other than BidNet Direct, it is recommended that Bidders register on the BidNet Direct site, https://www.bidnetdirect.com and obtain an official copy and any addenda.



SECTION IV: SPECIAL CONTRACTUAL TERMS & CONDITIONS

1. CONTRACT TERM

This is an three (3) year fixed contract beginning on June 24, 2019 through June 23, 2022 with options to renew for an additional two (2) years in one (1) year increments. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement.

2. CONTRACT PRICING EXTENSION TO OTHER SCHOOL DISTRICTS

If awarded, this proposal including pricing, specifications and terms & conditions shall be extended to all public, private and public school academies in Oakland County for the term of the Contract.

3. SITE VISIT

Bidders may inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

4. AVAILABILITY OF FUNDS

Bidder acknowledges that the award for services and/or products under this solicitation is contingent upon the availability of funds. Oakland Schools may, in its sole discretion, unilaterally rescind, terminate or modify a resulting contract at any time due to the non-availability of the funds. Oakland Schools shall provide Contractor with notice of a change in anticipated funding within a reasonable time after Oakland Schools receives such notice, if Oakland Schools intends to take unilateral action.

5. ELECTRICAL POWER TOOL AND EQUIPMENT

All electrical power tools and equipment shall meet or exceed the requirements of Underwriters Laboratory (U.L.). Each piece shall have the U.L. label affixed in a conspicuous place.

6. SCHOOL SAFETY REQUIREMENTS:

This contract is NOT subject to the School Safety requirements (reference the Michigan School Safety Legislation clause in Section III: General Contractual Terms & Conditions). If, however, the contract becomes subject to the School Safety requirements, as such, contractor is required to:

- a) Require individual(s) that will work on Oakland Schools' property be fingerprinted for a criminal history check and criminal records check from the Michigan State Police and the FBI.
- b) Criminal background reports shall be sent directly from the Michigan State Police to Oakland Schools (Agency ID #92029M).
- c) Contractor shall have each individual complete a Registry of Educational Personnel (REP) form and provide to the Contracting Officer. This information is entered into the State of Michigan's CEPI system.
- d) Criminal background reports and completed REP forms shall be received PRIOR to the date the individual begins work.
- e) Contractor shall provide the Oakland Schools' Contracting Officer a list of all employees assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated.

7. PROTECTION OF OAKLAND SCHOOLS' BUILDINGS, EQUIPMENT, AND VEGETATION The Bidder shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on Oakland Schools. If the Bidder's failure to use reasonable care causes damage to any of this property, the Bidder shall replace or repair the damage at no expense to the Oakland Schools as the Contracting Officer directs. If the Bidder fails or refuses to make such repair or replacement, the Bidder shall be liable for the cost, which may be deducted from the contract price.

8. VOLUNTARY ALTERNATES



Base proposals are requested in accordance with the detailed specifications. Voluntary alternates, which in the Bidder's judgment will result in an equally satisfactory job, that meets the specifications are allowed but ONLY if the Bidder has submitted a Base proposal. Such alternates are to be described in detail along with the respective pricing to permit proper evaluation.

9. PERFORMANCE AND PAYMENT BOND

If the proposed bid amount is equal to or greater than Fifty Thousand Dollars (\$50,000.00), then the successful bidder shall be required to furnish a Performance & Payment Bond valued at the full amount of the contract. Documents must be submitted within 10 business days after being notified of the award or prior to the commencement of work or whichever occurs first.

10. STORM WATER PERMITS

While performing work involving grounds maintenance and/or the construction/maintenance of any infrastructure, including roads, water mains, sanitary sewers, storm drains and storm water best management practices (BMPs), contractors shall minimize pollution from storm water runoff that can affect water quality related to work activities. Pollutants that could impair water quality may include fuel, grease and oil, nutrients, bacteria and pathogens, litter and debris, and soil erosion and sedimentation. Applicable BMPs shall be implemented by the contractor to the maximum extent practicable to protect water quality and wildlife habitat.

11. PRIVACY AND SECURITY COMPLIANCE

- a. Bidder can confirm in writing that it is already in compliance with all applicable laws regarding the confidentiality, privacy and security of Data, including, without limitation, Federal Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Protection Act (HIPAA) and the Michigan Social Security Number Protection Act (Privacy Laws) and shall remain in compliance, including annual assessments, training, review of policies, agreements with third parties and appropriate use and disclosure of protected Data.
- b. Bidder uses and discloses Data with service providers only to the extent necessary to complete the services provided on behalf of Oakland Schools and OHRC and does not otherwise use, disclose or sell the Data.
- c. In the event of a violation of the privacy and security language or a use or disclosure of Data not in accordance with the agreement or applicable law, Bidder shall notify Oakland Schools as soon as possible, not to exceed 72 hours from the time Bidder learns of the violation, use or disclosure.
- d. Bidder has agreements covering the privacy and security of Data with all service providers who have or could have access to the Data received from Oakland Schools and the school districts participating in the OHRC.



SECTION V: SPECIFICATIONS

NOTE: If any "brand name" is utilized in these specifications, it shall be construed to be used solely for demonstration purposes only, and shall be read to include "or substantial equivalent" after such brand name.

1. OVERVIEW:

Oakland Schools (OS) is seeking concrete polishing with joint filler and possible chip repair at the Oakland Schools four (4) technical campuses. The desired areas to be polishing are reflected on appendix D of this Request for Proposal.

Included in this Request for Proposal is the need for a cost per lineal foot of floor safety striping.

2. OAKLAND SCHOOLS' BUILDING ADDRESSES:

Building Name	Address
Oakland Technical Campus – Northeast	1371 Perry, Pontiac, MI 48340
Oakland Technical Campus – Northwest	8211 Big Lake Road, Clarkston, MI 48346
Oakland Technical Campus – Southeast	5055 Delemere Avenue, Royal Oak, MI 48073
Oakland Technical Campus – Southwest	1000 Beck Road, Wixom, MI 48393

3. PROJECT OBJECTIVES:

The concrete polishing requires a level 3 medium aggregate cut to obtain a sheen level "A" (glossy sheen). Building, building components, and/or equipment shall be the contractors' responsibility to take whatever precautions are necessary to protect them. Such components include but are not limited to doors, HVAC system, sprinkler heads, electronic devices such as thermostats, WIFI, and lighting controls. Joint fillers will be needed for all open joints and no staining of the concrete is desired. Two coats of clear sealer/hardener will need to be applied to the polished concrete floor. There may be a mix of old and new (8 years old) concrete so minor imperfections such as small chips will not require patching. Major chips (larger than a quarter) and imperfections that pose a safety hazard will need to be patched. At completion, all concrete dust will be removed from concrete polishing area including the outside of the HVAC ducts and trusses as well as any applied masking material.

Included in this RFP is the need for a cost per lineal foot of floor safety striping. The application of this floor striping may be on polished concrete or painted (urethane based) concrete floors. This safety striping on the floor must be compatible for use on the floor it is applied to and able to withstand normal shop use.

4. REQUIREMENTS OF THE BIDDER:

A. Pricing shall include all shipping and delivery costs. Product information and/or specification sheets shall be submitted with your bid.

B. SCHEDULE

Allowable time periods for concrete polishing:

June 24, 2019 through July 26, 2019 Monday through Friday 6:00am to 10:00pm

C. LOCATIONS

1. Architectural estimated square footage breakdown by Oakland Schools Technical Campuses (OTC):

OTC Northeast 3,179 sq. ft. OTC Southeast 4,846 sq. ft. OTC Southwest 2,493 sq. ft.

2. Square footage to be verified by awarded contractor.



D. SPECIFICATION

- 1. See Appendix A for Polished Concrete Finishing specifications
- 2. See Appendix B for Join Sealant specifications.
- 3. See Appendix C for Equipment Lines specifications

E. MAPS

1. See Appendix D for areas and locations.

5. EVALUATION CRITERIA:

Oakland Schools may award a contract to the most responsive Bidder(s) that best meets the following criteria:

- 1. Compliance to proposal submission instructions (proper forms, etc.) (15 points)
- 2. Overall qualifications of company (15 points)
- 3. Experience & qualifications of personnel (20 points)
- 4. Past performance (35 points)
- 5. Cost (15 points)



SECTION VI: BIDDER QUESTIONS

Bidders shall provide a written response to the following questions and submit as part of the proposal. The Bidders question responses shall follow the same order as listed below.

1. Company Questions:

- A. Identify any litigation your firm is currently involved in or has settled/resolved over the last year.
- B. Provide a statement on current workload and status.

2. Submittals:

- A. In addition to completing the above questions, the following shall be submitted with Bidder's proposal:
- 1. Section VII: Proposal Pricing As required per instructions
- 2. Section VIII: Notarized Familial and Relationship Disclosure Affidavit
- 3. Section IX: Exception to Specification form
- 4. Section X: Bidder Information form
- 5. Section XI: Iran Sanctions form
- 6. Section XII: Certification form
- 7. Section XIII:Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion, Lower Tier Cover Transactions form
- 8. Section XIV: Equal Opportunity Policy Statement form
- 9. Section XV: Certification Regarding Lobbying, Certification for Contracts, Grants, Loans, and Cooperative Contract form
- 10. Section XVI: Disclosure of Lobbying Activities form
- 11. Completed W-9 form



SECTION VII: PRICING PROPOSAL

This is a three (3) year fixed contract beginning on June 24, 2019 through June 23, 2022 with a possible two (2) year extension. Pricing proposed as part of the solicitation process shall remain fixed and in effect for the duration of the agreement.

Base bid shall include only manufacturers specified within specifications. If there are any deviations from the specified manufacturers within specifications use Exception for bid form.

Bidder shall provide pricing in the specific format requested within section VII – Pricing Proposal. Pricing shall not be provided anywhere else within the written Proposal.

Each Bidder shall provide one (1) hard copy of the completed Appendix E: Pricing Proposal in a separate sealed envelope clearly marked "Appendix E: Pricing Proposal" with the Proposal submittal.

NOTE: PRICING SHALL ONLY BE PROVIDED IN THE SPECIFIC FORMAT REQUIRED AND SHALL NOT BE REFERENCED ANYWHERE ELSE IN THE WRITTEN PROPOSAL.



SECTION VIII: NOTARIZED FAMILIAL and RELATIONSHIP DISCLOSURE AFFIDAVIT

(Return completed and notarized form with proposal)

Pursuant to MCL 380.1267, a <u>sworn and notarized</u> statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Oakland Schools Board or the Oakland Schools Superintendent shall be accompanied with the proposal. Proposals without this disclosure statement will not be accepted. The members of the Oakland Schools Board are: **Barbara DeMarco**, **George Ehlert**, **Marc Katz**, **Theresa Rich**, and **Connie Williams**, and the Oakland Schools' Superintendent is **Wanda Cook-Robinson**.

Further, the undersigne pursuant to the Familial and Rela Request for Proposals for RFP provided below, no business or o or any employee of Contractor administrator or employee of Oal Oakland School, including, but nherein, "family member" means child; a person's child or child's by adoption or marriage. Contract the Proposal or after entering into nature of such relationship to Oal	#19.0023 Concrete Floor Rether relationship exists between who is involved in this procedand Schools, or any family not limited to an employment, so a person's spouse or spouse's spouse; or a person's parent or ctor further warrants and agrees to the contract with Oakland S	ent provided in the esurfacing, hereby an any owner, officer urement and contrapember of any boar ervice, or other owres sibling or child; as parent's spouse, are that if any such relations.	Oakland Schools (the "School represents and warrants that, c, director or administrator of Cacting process, and any board d member, administrator or en tership or business relationship a person's sibling or sibling's and includes these relationships lationship is establish after sub-	District") except as Contractor, I member, inployee of b. As used spouse or as created mission of
The following are the familial rel	* ` '			
Owner/Employee Name	Related to:	Relation	onshi <u>p</u>	
1				
2				
3Attach additional pages if neces	sary to disclose all familial rel	ationships.		
☐ There is no familial relationship Oakland Schools Board, or the			f the bidder and any member o	of the
☐ There is no familial relationship employee of Contractor who is administrator or employee of Conf Oakland Schools.	involved in this procurement a	and contracting proc	ess, and any board member,	•
The undersigned, the owner or au hereby Represent and warrant tha	thorized representative of bidd	er (insert name)	de	oes
nereby Represent and warrant tha	t the disclosure statements here	in contained are in	ic.	
Print Name	Signature of Bidd	er Representative	Title	
STATE OF MICHIGAN))			
COUNTY OF)) ss			
This instrument was acknowledged	d before me on the day of	of	_, 20, by	·
Notary Public			County, Michigan	
My commission expires:/	_/ Acting in the County	of:	_	



SECTION IX: EXCEPTION TO SPECIFICATION FORM

Bidder shall enter all exceptions to the specifications in this section to be considered by Oakland Schools. Oakland Schools has sole determination of accepting or rejecting exceptions entered below.

Name of Company
Signature of Authorized Representative
Name of Authorized Representative
T'd CA-d '- ID
Title of Authorized Representative
Date
Dute



<u>SECTION X: BIDDER INFORMATION FORM</u>
The Bidder is required to respond to the questions where specified. If necessary, additional documentation can be attached to this form. Responses should be concise and stand on their own.

1.	Company Name:							_
	Address:		City:		St	tate/Zip:		_
	Phone:	Website:				_		
	Contact Name:		Co	ontact Title	e:			
	Contact Phone:		_Email for	award not	tice:			
	Firm Established	Years in 1	Business as	said Com	pany:			
	Taxpayer I.D. # Schools)	DUNS Nu	mber(s) and	l respectiv	e addresses	s: (List all	that will work	with Oakland
3.	If applicable provide f	ormer company names:						
4.	Business Structure:	Corporation () Partn	ership ()	Sole Prop	prietor ()			
5.	Largest single contract	t this company has held	\$		_With who	m?		
6.	Annual gross sales for	last four (4) years:						
	2018	2017	2016		20	015		
7.	Geographical area of o	operations for Company	y:					
8.	How many employees	does company employ	? Full-time	employees	s:	Part-tim	e employees:	
9.		e, contact and telephone y in the past year, prefer						oducts and/or
	Business	Contac	ct:			Telep	hone	
	Business	Contac	ct:			Telep	hone	
		Contac						
10.	Acknowledgement of	addenda #1Date	#2 Initials	Date	#3 Initials	Date	 Initials	
11.		fies that the proposal suld, and the firm prices an Com		specified				
		fies that the proposal suld, and the firm prices an	bmitted me	ets or exce				
	Legal Name of the Fir	<u> </u>		Signatur	e of Author	rized Repr	esentative	Date
				Print Na	me & Title			



SECTION XI: IRAN ECONOMIC SANCTION FORM

CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Oakland Schools' (the "School District") Request for Proposal, 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 provide a proposal on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.



SECTION XII: CERTIFICATION FORM RFP #19.0023 Concrete Floor Resurfacing

TO!	- 1	- 1	1	1 1			c.	41	C 1	1	•	1	1 '	1 .			1	1	• .	
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L)	u	u	U		σ	COLU	\mathbf{n}	uic	101	10 00	1112	v	CHCC	MILE	V C 3	o_1 m	, ,,	Cac	1 1101	11.

Bi	ader nereby certifies the following by checking yes or no by each item.	Vac	Ma			
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.	<u>Yes</u> □	<u>No</u> □			
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.					
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.					
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.					
5.	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 the Oakland Schools representatives and the Bidder or its employees and agents.					
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.					
7.	The Bidder certifies they are not currently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State, or Federal Departments or agency.					
8.	The Bidder certifies they have read and understand the Equal Opportunity policy statement.					
9.	Bidder certifies that they are eligible to submit a Proposal based on the Iran Economic Sanctions Act (P.A. 517 or 2012).					
	The Bidder certifies they have read Section III, Official Document of the Request For Proposal and their submission contained herein were obtained directly from Michigan Intergovernmental Trade Network www.bidnetdirect.com/mitn and is an official copy of the authorized version. The Bidder certifies the inf they have provided is correct and agrees to provide the scope of work in this Request For Proposal, incluterms and conditions, special provisions, specifications, addenda and the proposal as set forth in these Conditions. The parties intend for this to become part of the final and complete agreement between Oak Schools and the Bidder.	ebsite, formatic ding all ontract	on			
	Name (Print) Title Signature Date					
	ACCEPTANCE OF PROPOSAL: (To be completed by the Contracting Officer AFTER Board app	roval)				
	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 service solution per Contract documents in its entirety. The parties intend this award to constitute the final and agreement between Oakland Schools and the Contractor, and no other agreements, oral or otherwise, reg the subject matter of this agreement, shall bind any of the parties hereto unless agreed in writing.	s and/or complete				
Na	me (Print) Title Signature Date					
Во	oard of Education Approval: Purchase Order (PO) No:					



SECTION XIII: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION, LOWER TIER COVER TRANSACTIONS FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION LOWER TIER COVER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- A. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal debarment or agency.
- B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Company
Signature of Authorized Representative
N
Name of Authorized Representative
Title of Authorized Representative
Date



SECTION XIV: EQUAL OPPORTUNITY POLICY STATEMENT FORM

THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH

It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Innovation and Opportunity Act (WIOA) further requires for all programs receiving financial assistance under Title I of the WIOA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities:
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicants operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Name (Print)	Title	Signature	Date
(=====)		g	



SECTION XV: CERTIFICATION REGARDING LOBBYING, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACT FORM

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization	Program/Title	
Name of Certifying Official	Signature	Date

*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).



SECTION XVI: DISCLOSURE OF LOBBYING ACTIVITIES FORM DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action:	2. Status of Federa □ a. bid/offe □ b. initial a □ c. post-aw	r/application ward	3. Report Type: □ a. initial filing □ b. material change For Material Change Only: year quarter date of last report	
f. loan insurance A Name and Address of Penerting Entire The state of Penerting Entire	f***	5 If Donorting Ent	ity in No. 4 is Subayyardaa	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee ☐ Tier, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:		Congressional District, if known:		
6. Federal Department/Agency:		7. Federal Program Name/Description:		
8 Federal Action Number if known			ber, if applicable:	
10. a. Name and Address of Lobbying	8. Federal Action Number, if known:		9. Award Amount, if known: \$ b. Individuals Performing Services (including	
(if individual, last name, first		address if different from No. 10a)		
			(last name, first name, MI):	
		attach Continuous Sheet(s) SF-LLL-A, if necessary)		
``	11. Amount of Payment (check all that apply):		13. Type of Payment (check all that apply):	
□ actual		□ a mata	inan	
\$ □ planned		□ a. retainer□ b. one-time fee		
12. Form of Payment (check all that apply):		☐ c. commission		
□ a. cash		☐ d. contingent fee		
☐ b. in-kind; specify: nature		☐ e. deferred		
value		☐ f. other; specify:		
14. Brief Description of Services Perfor contacted, for Payment indicated in Item	1.	_		
		-LLL-A, if necessary))	
15. Continuation Sheet(s) SF-LLL-A at		□ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This		Signature:		
disclosure of lobbying activities is a material		Signature		
representation of fact upon which reference was placed		Print Name:		
by the time above when this transaction was made or				
entered into. This disclosure is required pursuant to 31		Title:		
U.S.C. 1352. This information will be reported to the				
Congress semi-annually and will be available for		Telephone Nui	mber: Date:	
public inspection. Any person who fails to file the				
required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for				
each such failure.				
Federal Use Only:		<u> </u>		
redetal Osc Offiy.				



<u>APPENDIX A – CONCRETE POLISHING SPECIFICATIONS</u>

POLISHED CONCRETE FINISHING

PART 1 GENERAL

- 1.1 SECTION INCLUDES
 - Polished concrete.
- 1.2 RELATED SECTIONS
 - A. Joint Fillers.
- 1.3 REFERENCES
 - A. American National Standards Institute (ANSI): Standards B-101.1/2009.
 - B. ASTM International (ASTM):
 - 1. ASTM C 779 Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces.
 - C. National Floor Safety Institute (NFSI): NFSI Test Method 101-A Standard for Evaluating High-Traction Flooring Materials.

1.4 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide polished flooring that has been designed, manufactured and installed to achieve the following:
 - 1. Reflectivity: Increase of 35% as determined by standard gloss meter.
 - 2. High Traction Rating: NFSI 101-A, ANSI B-101.1 2009 non-slip properties.
- B. Design Requirements:
 - 1. Hardened Concrete Properties:
 - a. Minimum Concrete Compressive Strength: 3500 psi (24 MPa).
 - b. Normal Weight Concrete: No lightweight aggregate.
 - c. Non-air entrained.

1.5 SUBMITTALS

- A. Indicate information as follows:
 - 1. Floor grinding schedule.
 - 2. Hardener, sealer, densifier identified in notes.
- B. Product Data: Submit product data, including manufacturer's SPEC-DATA product sheet, for specified products.
 - 1. Safety Data Sheets (SDS).
 - 2. Preparation and concrete grinding procedures.
- C. Quality Assurance Submittals:
 - 1. Certificates:
 - a. Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
 - 2. Manufacturer's Instructions: Manufacturer's installation instructions.
- D. Warranty: Submit warranty documents specified.
- E. Operation and Maintenance Data: Submit operation and maintenance data for installed products.
 - 1. Manufacturer's instructions on maintenance renewal of applied treatments.
 - 2. Protocols and product specifications for joint filing, crack repair and/or surface repair.



1.6 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Installer with a minimum of 5 years' experience in performing work of this section who has specialized in installation of work similar to that required for this project.
- B. Concrete finishing components and materials shall be from single manufacturer.
- C. Manufacturer Qualifications:
 - 1. Manufacturer capable of providing field service representation during construction and approving application method.
 - 2. Manufacturer shall have a minimum 5 years of experience in manufacturing components similar to or exceeding requirements of project.
- D. Regulatory Requirements: Comply with NFSI Test Method 101-A Phase Two Level High Traction Material.
- E. Mock-Ups:
 - 1. Mock-Up Size: 100 sf (9.3 m2) sample panel at jobsite at location as directed under conditions similar to those which will exist during actual placement.
 - 2. Mock-up will be used to judge workmanship, concrete substrate preparation, operation of equipment, material application, color selection and shine.
 - 3. Allow 24 hours for inspection of mock-up before proceeding with work.
 - 4. When accepted, mock-up will demonstrate minimum standard of quality required for this work.
 - a. Approved mock-up may remain as part of finished work.
 - 5. Mock-Up will demonstrate required level of cut:
 - a. Level 3 Medium Aggregate: Exposing more of the overall girth of the coarse aggregate within the concrete. Generally, this level of cut can be achieved within 1/8" of the surface.
 - b. Sheen Level A: Sheen (glossy) as determined by a gloss reading of 45 60.
- F. Pre-installation Meetings: Conduct a pre-installation meeting to verify project requirements, manufacturer's installation instructions and manufacturer's warranty requirements. Review the following:
 - 1. Environmental requirements.
 - 2. Scheduling and phasing of work.
 - 3. Coordinating with other work and personnel. Remind all trades that they are working on a surface that is to become a finished surface.
 - 4. Protection of adjacent surfaces.
 - 5. Surface preparation.
 - 6. Repair of defects and defective work prior to installation.
 - 7. Cleaning.
 - 8. Installation of polished floor finishes.
 - 9. Application of liquid hardener, densifier.
 - 10. Protection of finished surfaces after installation.
 - 11. Placing of materials on the concrete surface that may cause staining, etching or scratching.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original packaging with identification labels and seals intact.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.



1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- B. Protect Concrete Slab:
 - 1. Protect from petroleum stains during construction.
 - 2. Diaper hydraulic power equipment.
 - 3. Restrict vehicular parking.
 - 4. Restrict use of acids or acidic detergents on slab.
- C. Waste Management and Disposal:
 - 1. Remove from site and dispose of packaging materials at appropriate recycling facilities.

1.9 PROJECT AMBIENT CONDITIONS

A. Installation Location: Comply with manufacturer's written recommendations.

1.10 SEQUENCING

A. Sequence with Other Work: Comply with manufacturer's written recommendations for sequencing construction operations.

1.11 WARRANTY

A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and does not limit, other rights Owner may have under Contract Documents.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: L&M Construction Chemicals; A product brand of LATICRETE International, Inc., which is located at: 1 LATICRETE Park N.; Bethany, CT 06524-3423; Toll Free Tel: 800-362-3331; Tel: 402-453-6600; Email:request info (info@lmcc.com); Web:www.lmcc.com
- B. Or equivalent substitutions will be considered.

2.2 POLISHED CONCRETE

- A. Products/Systems:
 - 1. Hardener, Sealer, Densifier: Proprietary, water based, odorless liquid, VOC compliant, environmentally safe chemical hardening solution leaving no surface film.
 - 2. Joint Filler: Semi-rigid, 2-component, self-leveling, 100% solids, rapid curing, polyurea control joint and crack filler with Shore A 80 or higher hardness.
 - 3. Cleaning Solution: Proprietary, mild, highly concentrated liquid concrete cleaner and conditioner containing wetting and emulsifying agents; biodegradable, environmentally safe and certified High Traction by National Floor Safety Institute (NFSI).
 - 4. Stain Guard Sealer: Ready to use, is a low odor, VOC compliant, topical sealer consisting of low molecular emulsified cross-linking, coupling polymers that effectively protect concrete and other natural stone floor surfaces from the damaging effects of staining, defacing and deterioration due to contaminant penetration.
 - 5. Finish: Medium gloss (MG-2), 800.

PART 3 EXECUTION

3.1 EXAMINATION



- A. Site Verification of Conditions:
 - 1. Verify that concrete substrate conditions, which have been previously installed under other sections or contracts, are acceptable for product installation in accordance with manufacturer's instructions prior to installation of concrete finishing materials.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Project Manager of unsatisfactory preparation before proceeding.
- D. Verify Concrete Slab Performance Requirements:
 - 1. Verify overall floor flatness is a minimum of Ff 40.

3.2 PREPARATION

- A. Ensure surfaces are clean and free of dirt and other foreign matter harmful to performance of concrete finishing materials.
- B. Examine surface to determine soundness of concrete for polishing.

3.3 INSTALLATION

- A. Compliance: Comply with manufacturer's written data, including product technical bulletins, product catalog installation instructions, product carton installation instructions.
- B. Floor Surface Polishing and Treatment:
 - Provide polished concrete floor treatment in entirety of slab indicated by drawings. Provide consistent finish in all contiguous areas.
 - 2. Apply floor finish prior to installation of fixtures and accessories.
 - 3. Diamond polish concrete floor surfaces with power disc machine recommended by floor finish manufacturer. Sequence with coarse to fine grit. Installer to determine the optimum starting grit in order to achieve the specified aggregate exposure.
 - a. Comply with manufacturer's recommended polishing grits for each sequence to achieve desired finish level. Following the initial passes of metal bond diamonds, the installer shall drop back a minimum of one grit level when transitioning to resin bond diamonds. The separation in grit designation shall be a minimum of 50 for the transitioning step. The installer shall refine each abrasive grit to its fullest potential before moving on to the next level. Floor shall be thoroughly scrubbed between each grit pass to remove all loose material. Level of sheen shall match that of approved mock-up.
 - b. Expose aggregate in concrete surface only as determined by approved mock-up.
 - c. All concrete surfaces shall be as uniform in appearance as possible.
 - 4. Dyed and Polished Concrete:
 - a. Polish concrete to the 400 grit level, (200 grit for water based dyes).
 - 5. Hardener and Densifier Application:
 - a. First coat of FGS Hardener Plus or equivalent at 250 ft2/gal (6.25 m2/L), following the 400 grit level. (Lion Hard or equivalent at 400-600 sq ft / gallon).
 - b. Second coat of FGS Hardener Plus or equivalent at 350 ft2/gal (8.75 m2/L), prior to the final polishing pass (Lion Hard or equivalent at 600-800 sq ft / gallon).
 - c. Follow manufacturer's recommendations for drying time between successive coats.
 - 6. Remove defects and re-polish defective areas.
 - 7. Finish edges of floor finish adjoining other materials in a clean and sharp manner.

3.4 ADJUSTMENTS

- A. Re-polish those areas not meeting specified gloss levels per mock-up.
- B. Fill joints flush to surface prior to the start of polishing operations.

3.5 FINAL CLEANING



A. Upon completion, remove surplus and excess materials, rubbish, tools and equipment.

3.6 PROTECTION

A. Protect installed product from damage during construction in accordance with manufacturer's recommendations.



APPENDIX B – JOINT SEALANT SPECIFICATIONS

JOINT SEALANTS

PART 1 GENERAL

- 1.1 SECTION INCLUDES
 - A. Joint Sealants.
- 1.2 RELATED SECTIONS
- 1.3 REFERENCES
 - A. ASTM International (ASTM):
 - 1. ASTM C 920 Standard Specification for Elastomeric Joint Sealants

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm engaged in manufacture of construction sealants, with minimum ten (10) years' experience.
- B. Installer Qualifications: Experienced installer with a successful track record of five (5) years or more, or a member of Sealant Waterproofing and Restoration Institute.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Franklin International Inc. Titebond, which is located at: 2020 Bruck St.; Columbus, OH 43207; Toll Free Tel: 800-877-4583; Tel: 614-443-0241; Fax: 614-445-1813; Email:request info (BeeMiller@franklininternational.com); Web:www.titebond.com.
- B. Or Equivalent substitutions will be considered

2.2 SEALANTS

A. Self-Leveling Concrete Joint Sealant:



- 1. Product: Titebond Concrete Joint SL Sealant as manufactured by Franklin International Inc., or equivalent.
 - a. Type: One-component, self-leveling, premium grade, high performance advanced MS polymer sealant.
 - b. ASTM C920 Type S Grade P Class 25, Use T and M.
 - c. CAN/CGSB-19. 13-M87 Class C-1-40-B-N & C-1-25-B-N
 - d. Federal Specification TT-S-00230C Type I Class A.
 - e. VOC-Compliant
 - f. Solids 99 percent
 - g. Non-reactive VOC 9 g/l (less than 0.15 percent wt.).

PART 3 EXCUTION

3.1 EXAMINATION

A. Clean surfaces thoroughly prior to installation. Surfaces must be cleaned down to the original substrate and free of any material or contaminant that may prevent or deter Examine joints to receive sealants. Notify Project Manager if conditions are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation. Surfaces must be cleaned down to the original substrate and free of any material or contaminant that may prevent or deter adhesion. Such contaminates include, but are not limited to: dirt, frost, loose particles, existing sealants, grease, oils, rust, and similar items.

3.3 INSTALLATION

- A. Backer rod or bond breaker tape The depth of the sealant must be controlled by using a suitable sealant backing material. The backing material must also function as a bond breaker to eliminate three sided adhesion and allow the sealant to expand and contract properly as designed.
- B. Application: For best results, sealant should be applied when joint is at midpoint of its designed dynamic expansion and contraction. Always apply sealant in bead form. After joints have been completely filled, they should be neatly tooled to eliminate air pockets or voids, and to ensure good substrate wetting for optimum adhesion. Dry tooling is recommended and use of solvents or soapy water as tooling agents is discouraged. Do not smear, feather or wipe sealant to a thin consistency or film outside of joint area unless the area has been masked with tape or if it will be painted. Once sealant is dry to touch and does not transfer, remove masking tape.

3.4 PROTECTION

- A. Protect sealants in joins from damage until fully cured.
- B. Touch-up, repair or replace damaged products before Substantial Completion.



APPENDIX C – PAINTED LINES SPECIFICATIONS

PAINTED EQUIPMENT MARKINGS/LINES

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The work under this Section includes providing all labor, materials, tools, and equipment necessary for furnishing and placing painted safety markings as instructed out by owner.
- B. This work shall also include re-striping all paint markings to their original conditions, if damaged by the contractor's operations.

PART 2 – PRODUCTS

2.1 MATERIAL

A. Yellow traffic marking Sherwin Williams - Tile Clad 2-Part Epoxy - Safety Yellow.

PART 3 - EXECUTION

3.1 GENERAL

- A. Lines shall be applied as solid stripes, either singly or in combination, as directed by owner.
- B. Gaps not marked as a result of template use for markings shall be filled with marking material after template removal.
- C. Lines shall be sharp, well defined, and uniform..
- D. Lines applied with insufficient material quantities shall be properly reapplied. Improperly located lines shall be removed. New lines shall then be applied in the correct locations at the contractor's expense, including the furnishing of approved materials.
- E. Methods and equipment used for preparation and marking removal shall be subject to the approval of the owner.

3.2 PREPARATION

A. The contractor shall clean all visible loose or foreign material from the surface to be marked. The surface to be marked shall be prepped according to the paint manufacturer's specifications.

3.3 LAYOUT AND PREMARKING

A. The contractor shall lay out the locations of all lines, words and other symbols to assure their proper placement. The layout and premarking lines shall be approved by the owner before marking operations are started.

3.4 LINE PLACEMENT TOLERANCE

A. Marking lines shall be straight or smoothly curved and be parallel and square with the associated equipment. The width of the line shall be the width specified plus or minus ¼-inch. Fuzzy lines, excessive overspray, or non-uniform applications are unacceptable.

3.5 LINE TYPES

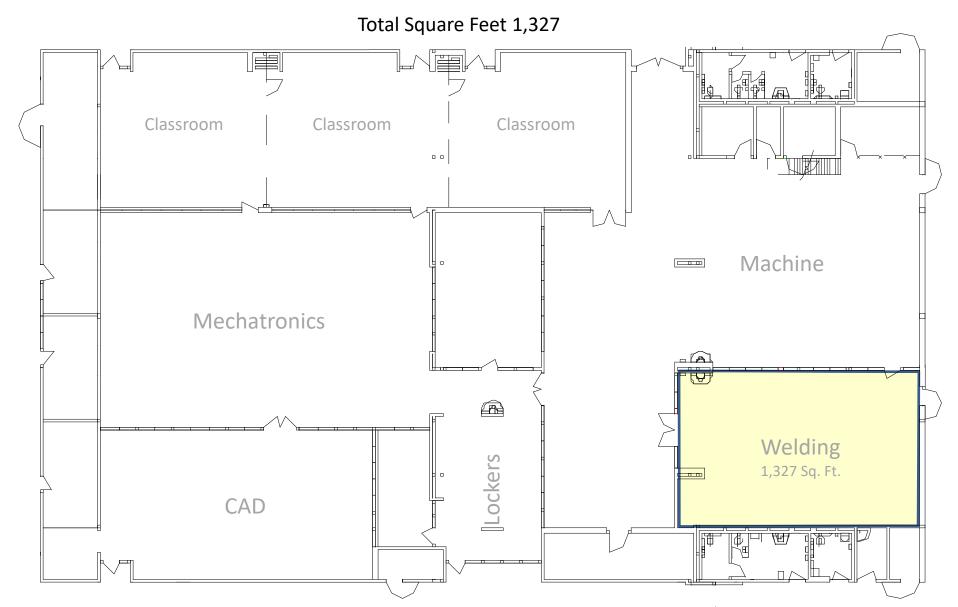


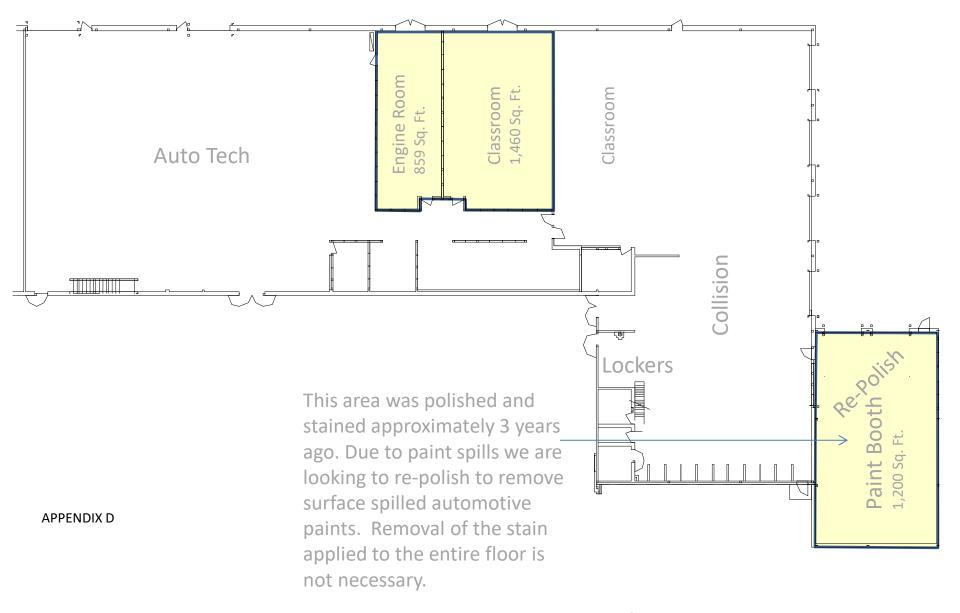
A. Edge lines shall be continuous stripes and be 4.0 to 5.0 inches in width.

3.6 APPLICATION

A. The paint shall be thoroughly mixed prior to application, shall be applied when the air temperature and humidity meets the manufacturers specifications, and to a clean and dry surface.

SE EET Cluster



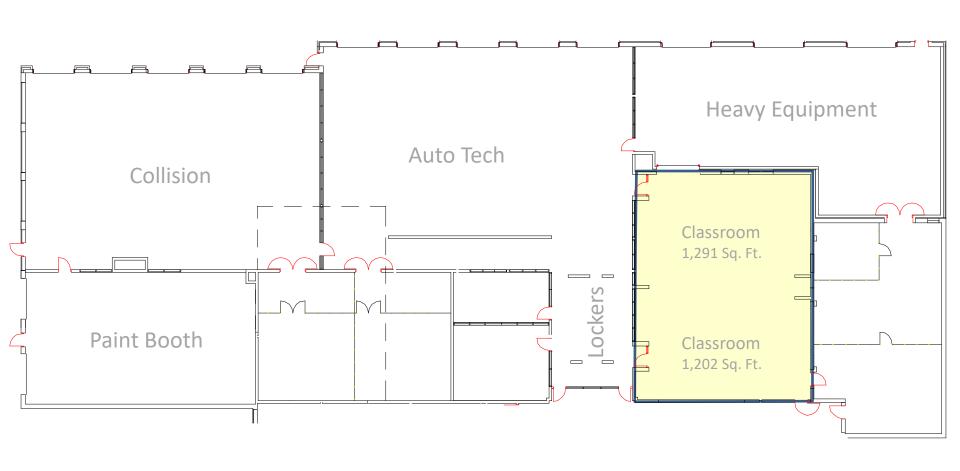


SE Transportation Cluster

Total Square Footage 4,846

SW Transportation Cluster

Total Square Feet 2,493



OAKLAND SCHOOLS

Concrete Floor Resurfacing

RFP # 19-0023

APPENDIX E: Pricing Proposal

VENDOR NAME:

BASE BID			
LOCATION	SQUARE FOOTAGE	BASE BID	
Oakland Technical Campus – Northeast	3,179	\$	
Oakland Technical Campus – Southwest		\$	
Oakland Technical Campus – Southeast		\$	
	TOTAL BASE BID (ALL LOCATIONS)	\$	
CONCRETE FINISHING			
	UNIT PRICING	UNIT MEASURE	MANUFACTURER
Year One (1) through Year three (3)	\$		
Year Four (4) <i>option year</i>	\$		
Year Five (5) option year	\$		
JOINT SEALANTS			
	UNIT PRICING	UNIT MEASURE	MANUFACTURER
Year One (1) through Year three (3)	\$		
Year Four (4) <i>option year</i>	\$		
Year Five (5) <i>option year</i>	\$		
STRIPING/LINES			
	UNIT PRICING	UNIT MEASURE	MANUFACTURER
Year One (1) through Year three (3)	\$		
Year Four (4) <i>option year</i>	\$		
Year Five (5) option year	\$		
ADDITIONAL SERVICES			
	UNIT PRICING	UNIT MEASURE	MANUFACTURER
	\$		
	\$		
	\$		
	\$		