

**INVITATION FOR BID**

**2017/2018  
OCSPD Pool Chemicals, Supplies & Repairs  
IFB #17.0014**



**DUE DATE: 2:00 p.m., local time, Thursday, May 18, 2017**

**OAKLAND COUNTY SCHOOL PURCHASING OFFICIALS**

**2017/2018 OCSP0 Pool Chemicals, Supplies & Repairs**

**IFB #17.0014**

**TABLE OF CONTENTS**

|   |           |
|---|-----------|
| <b>SECTION I: OAKLAND COUNTY SCHOOL PURCHASING OFFICIALS PROGRAM OVERVIEW .....</b> | <b>3</b>  |
| <b>SECTION II: INSTRUCTIONS TO BIDDERS.....</b>                                     | <b>4</b>  |
| <b>SECTION III: GENERAL TERMS &amp; CONDITIONS.....</b>                             | <b>8</b>  |
| <b>SECTION IV: SPECIAL PROVISIONS &amp; BID SCHEDULE.....</b>                       | <b>13</b> |
| <b>SECTION V: SPECIFICATIONS.....</b>   | <b>16</b> |
| <b>SECTION VI: BIDDER'S INFORMATION FORM .....</b>                                  | <b>17</b> |
| <b>SECTION VII: FIXED-PRICE CONTRACT TERMS &amp; CONDITIONS .....</b>               | <b>20</b> |
| <b>SECTION VIII: BIDDER'S PARTICIPATION FORM .....</b>                              | <b>21</b> |
| <b>SECTION IX: IRAN ECONOMIC SANCTIONS ACT .....</b>                                | <b>22</b> |
| <b>SECTION X: EXCEPTION FORM .....</b>  | <b>23</b> |

## **SECTION I: OAKLAND COUNTY SCHOOL PURCHASING OFFICIALS PROGRAM OVERVIEW**

The Oakland County School Business Officials (the "OCSBO") is an organization comprised of many of the business officials of the public school districts and public school academies schools in Oakland County, Michigan. The OCSPO is a cooperative of those public school districts and public school academies located in and around Oakland County, Michigan that choose to participate and such participants are listed below.

The OCSPO, through the authority granted to it by each of its Members, combines the requirements for selected supplies, materials and equipment of its Members into cooperative invitations for bids, in an effort to secure the selected supplies, materials and equipment in a cost-effective manner for all its Members. Oakland Schools, the intermediate school district for Oakland County, Michigan, acts as the liaison between the OCSBO and the OCSPO and issues the invitations for bids for selected supplies, materials and equipment desired by its Members, on behalf of, and as a service for, the OCSPO. Oakland Schools only assists the OCSPO in issuing the invitations for bids; Oakland Schools is NOT responsible for Bid evaluation, determining the lowest responsible bidder, selecting the awarded vendor(s) or awarding contracts which may result from this IFB.

The awarded vendors are evaluated and approved using a bid quorum. The quorum shall consist of a minimum of three (3) individuals, which two (2) shall be OCSPO members. The Members will have the right, but not the obligation, to purchase the supplies, materials and equipment listed in this IFB at the prices contained in the Bid of the selected Bidder(s) and under the terms and conditions contained in this IFB. The selected supplies, materials and equipment listed in this IFB address a wide variety of needs, dictated by the Members; all supplies, materials and equipment listed in this IFB may not be purchased by each Member. Each Member reserves the right to develop product specifications and has the option to participate in the evaluation, determination, selection and award of all Bids. Any contracts which stem from this IFB will be entered into with the individual Members and shall incorporate by reference all of the terms and conditions contained in this IFB.

Districts who have expressed interest in this award include:

|                             |                     |                       |
|-----------------------------|---------------------|-----------------------|
| Birmingham Schools: 6 pools | Rochester: 3 pools  | Waterford: 4 pools    |
| Bloomfield Hills: 1 pool    | South Lyon: 2 pools | Farmington: 3 pools   |
| Chippewa Valley: 2 pools    | Southfield: 2 pools | Huron Valley: 4 pools |

Below you will find the paid list of members, which will also be allowed to purchase from this award. (Number of buildings in Member district denoted in parentheses).

|   |                   |                      |
|---|-------------------|----------------------|
| Avondale (9)                            | Farmington (27)   | Southfield (19)      |
| Berkley (11)                            | Huron Valley (18) | South Lyon (15)      |
| Birmingham (16)                         | Lamphere (9)      | Walled Lake (23)     |
| Bloomfield Hills (19)                   | Madison (6)       | Waterford (22)       |
| Brandon (10)                            | Novi (10)         | West Bloomfield (14) |
| Chippewa Valley – Macomb<br>County (24) | Oak Park (7)      |                      |
| Clawson (5)                             | Pontiac (14)      |                      |
| Clarkston (14)                          | Rochester (23)    |                      |
|   | Royal Oak (8)     |                      |

## **SECTION II: INSTRUCTIONS TO BIDDERS**

### **1. BIDS**

Oakland Schools is accepting firm, sealed Bids, on behalf of the Oakland County School Purchasing Officials (the "OCSPPO") for Pool Chemicals, Supplies & Repairs in accordance with the attached specifications. All required Bids, forms and pricing shall be submitted electronically on Michigan Intergovernmental Trade Network (<http://www.mitn.info>) **no later than 2:00 p.m., local time, Thursday, May 18, 2017" (the "Due Date")**. You will need to download the spreadsheet, type/fill in the Pricing Sheet and then upload it back on the MITN site.

OCSPPO will not open, consider or accept any late Bids received after the Due Date specified within IFB. It is the sole responsibility of the Bidder to ensure their Bid pricing is completely entered and forms uploaded on MITN before the closing date and hour indicated within IFB. Bidders shall plan ample time to respond to all requirements and input all pricing. OCSPPO is not responsible for any delivery delays. **Bid pricing shall be submitted online via <http://MITN.info>.**

Included in your bid shall be one (1) original and one (1) copy of the following bid forms:

- Section VI: Bidder's Information Form (2 pages)
- Section VII: Fixed-Price Contract Terms & Conditions (must be signed)
- Section VIII: Bidder's Participation Form (must be signed)
- Section IX: Iran Sanction Form
- Section X: Exceptions to Bid Specifications Form

Designated bid forms list above must be submitted online (print, sign, scan & attach) or hard copy mailed and delivered one original & one copy by due date and time to:

Oakland Schools  
Front Receptionist Desk  
OCSPPO Pool Chemicals, Supplies & Repairs Bid IFB #17.0014  
2111 Pontiac Lake Road  
Waterford, MI 48328

### **2. CONTRACTUAL AGREEMENTS**

The IFB contents and the awarded vendors bid response will become the contractual obligation, if individual Members choose to participate in award. If the Bidder fails to accept their obligations it could result in cancellation of the award. Bidders are awarded by the OCSPPO, but are subject to individual Member issuing purchase orders to the selected Bidder, which shall incorporate by reference the content of this IFB, Bidder's Bid, and final approval of the same.

### **3. BID CLARIFICATIONS**

All clarification questions pertaining to this IFB shall be submitted in writing via email to [purchasing@oakland.k12.mi.us](mailto:purchasing@oakland.k12.mi.us) and reference the IFB number and title in the Subject field. All questions must be received no later than noon, Thursday, May 11, 2017.

### **4. ADDENDA**

All questions, answers and IFB changes will be posted to <http://www.MITN.info>. All Addenda will become part of this IFB and the contract with each individual Member. It is the Bidder's

responsibility to check the website prior to the Due Date for issued addenda. Failure to acknowledge all addenda may result in rejection of your Bid as being non-responsive.

**5. AWARDS**

Bids received on or before the Due Date will be opened on the Due Date and results will be posted on <http://www.MITN.info>.

**6. BIDDER COST**

Bidders are solely responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Bid, or otherwise responding to this IFB, or any negotiations incidental to its Bid or acceptance thereof.

**7. BIDDER COMMUNICATION WITH STAFF**

From the issue date of this IFB and until a awarded vendor(s) is selected, if such occurs, Bidders shall not communicate about the subject matter of this IFB or another Bidder's Bid with the OCSPO, any Board of Education members, administrators, faculty, staff, students, or employees of the Members, except in accordance with Section II, Number three (3), Bid Clarifications.

**8. WITHDRAWAL**

A Bidder may withdraw its Bid before the Due Date, without prejudice. All Bids shall remain firm for ninety (90) days after Due Date, and may not be withdrawn during said ninety (90) day period.

**9. OCSPO RESERVATION OF RIGHTS**

At this time, no decision has been made by the OCSPO to select an awarded vendor(s) for the items identified in this IFB. The OCSPO reserves the right in its sole discretion (for this and the other provisions of this IFB) to accept or reject any or all Bids in whole or in part with or without cause. The OCSPO also reserves the right to waive any irregularity or informality in any Bid, and the right to award the contract to other than the lowest Bidder. The OCSPO reserves the right to request additional information from any or all Bidders.

**10. VERBAL REPRESENTATIONS**

The OCSPO intends that all Bidders have equal access to information relative to the IFB Process, and that the IFB contains adequate information. Part of the IFB preparation may have included discussions with selected prospective Bidders; however each Bidder shall prepare its Bid based only on the information contained in the IFB, notwithstanding any information that may have been previously provided. A prospective Bidder noting any inconsistency between the information contained in the IFB and any information previously provided to it should request clarification (refer to Section II, Number three (3), Bid Clarifications). No information communicated, either verbally or in writing, to a Bidder shall be effective unless confirmed by written communication via an addendum to the IFB.

**11. EXCEPTIONS**

Bids must meet or exceed all IFB requirements set forth herein. Any deviations from the IFB requirements set forth herein must be clearly detailed on the Exceptions to Bid Specifications Form. The OCSPO reserves the right to accept or reject any alternates proposed, in its sole discretion.

**12. BID FORM**

Bidder must utilize the Bid forms as supplied in this IFB. Complete sets shall be properly executed and submitted online with the Bid. The contents of this IFB and the Bidder's Bid shall

become contractual obligations under the contract between the individual Member and the selected Bidder, if any ensue. The award by OCSPO is subject to individual Members issuing purchase orders and/or contracts to the selected Bidder, which shall incorporate by reference the content of this IFB and the Bidder's Bid, and final approval of the same.

### **13. GUARANTEE**

The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, equipment or services required and a representation that the Bidder can furnish the items(s) in complete compliance with the specifications of this IFB.

### **14. RELEASE OF CLAIMS**

Each Bidder, by its submission of its Bid releases the OCSPO, Oakland Schools, and all Members from any claims arising out of, or related to, the Bid Process and selection of a Bidder(s) as an awarded vendor(s).

### **15. VOLUNTARY ALTERNATES**

Bids are requested in accordance with the detailed specifications of this IFB. Voluntary alternates, which in the Bidder's judgment will result in a better or equally satisfactory product at a lower cost, are allowed. Such alternates are to be provided in the Alternate columns for that item. Samples and complete written specifications or detailed product information **MUST** be provided, in order for consideration of the proposed alternates. **Submission of voluntary alternates cannot be used to make you low bidder.**

### **16. BRANDS**

Whenever any supplies, material or equipment are specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or acceptable equal," whether or not such words appear. The Bidder may offer supplies, material or equipment with equal or better qualities and performance in substitution for those specified which it considers would be in the Members' interest to accept. Bids are invited for approved equivalent items that are equal in quality and meet the detailed requirements outlined in the specifications of this IFB. Any such offers shall be indicated as an Alternate on the Bid Proposal Pricing Form for consideration with the submission of the Bid, and the Bidder shall include sufficient data which, together with any other data the OCSPO may require. If a brand/manufacturer other than that specified is part of the Bid, a written specification or detailed product information should be submitted in order for that particular product to be considered by the OCSPO.

OCSPO, its Members and the OCSPO Evaluation Committee, in their sole and absolute discretion, shall have the right to determine if proposed alternate products/brands meet the specifications of this IFB and possess equal or better qualities.

### **17. SAMPLES**

Samples shall be submitted according to the instructions identified in this IFB.

Samples may be submitted as a single unit (i.e. one plastic liner) instead of a case quantity. Samples must be clearly marked with the OCSBO Item Number, Bidder name, manufacturer and manufacturer's item number. Failure to furnish samples and written specifications or detailed product information as required may be grounds for rejection.

Submitted samples will only be returned to Bidder's if they provided a written sample return request within their original Bid response. The Bidder will be responsible for all expenses associated with the return of samples.

**18. PRICE MATCH**

Any Bidder that is NOT awarded by the OCSPO as part of this IFB may not contact any participating OCSPO Member and directly match or underbid the contract pricing of the awarded vendor(s). If a Bidder does directly match or undercut the Category contract price of the awarded vendor(s) selected by the OCSPO, said Bidder may not be considered for award on the next OCSPO Bid.

**19. BUILDING CLOSURE**

In the event the submittal of hard copy paper documentation is required to be delivered to Oakland Schools, if the District, and/or District building, is closed due to unforeseen circumstances on the day the bids are due, bids will be due at the same time on the next business day that the District and/or District buildings are open.

**20. COLLUSION**

This IFB is made without any previous understanding or agreement with any other person, firm or corporation issuing an IFB for the same purpose, and is in all respects fair and without collusion or fraud.

## **SECTION III: GENERAL TERMS & CONDITIONS**

### **1. TAX EXEMPT**

The Members are exempt from Federal Excise and State Sales Taxes. Such taxes shall not be included in the Bid prices.

### **2. REQUIREMENTS FOR SIGNING BIDS**

All Bids must be signed by an authorized individual on behalf of the Bidder. Any Bid signed by an individual lacking said authority may be found "non-responsive" and rejected.

### **3. UNIT OF MEASURE**

Items shall be quoted by offering a price based on the standard unit of measure listed in the specifications. In the event that the item's unit of measure in the specifications is different from the standard package offered by the bidder, the Bidder shall present the packaging configuration that the item is sold in the "Pack Size" field and break out the pricing to correspond to the unit of measure in the specifications (i.e. per case, per each, etc.) in the "Equivalent Price" field. For example: the specification calls for 24-12 oz bottles per case, but the bidder sells it in a 20-12 oz bottle case; bidder would indicate: a) the price per case in the price field (as sold), b) "20/12 oz bottles" in the "Pack Size" field, and c) compute the cost per case if vendor sold as specified for the 24-12 oz in the "Equivalent Price" field. (OCSP0 Note: This will require bidders to provide the base unit price in a new field).

### **4. PRICES**

Bidder shall only bid new (not used or refurbished) items only. Prices submitted shall be held firm through the duration of the contract as indicated in the Specifications & Special Provisions section. Bidders will be held responsible for their Bid price(s). Should the contract be renewed/extended for an additional year, pricing will be negotiated with the Bid Chair of the OCSP0 provided that such escalation in price shall not exceed the percentage escalator specified on the Fixed-Price Contract Terms & Conditions (page 20). All price increases must be justified with documentation from manufacturers. The OCSP0 is not responsible for any unexpected or unusual cost increases.

### **5. SHIPPING COSTS**

Prices bid for all categories MUST include total freight, insurance and delivery charges to the ordering destination ("FOB Destination").

### **6. DELIVERY**

Delivery must be made as instructed on the contract/purchase order with the Member. It is clearly understood that the intent of these Specifications permit the Members to issue purchase orders throughout the school year. The Bids will NOT be used solely for "school start up" orders. Deliveries to Members shall be made no earlier than 8:00 AM and be made no later than 4:00 PM unless otherwise instructed on the purchase order.

### **7. MINIMUM ORDERS**

The majority of the Members require shipment direct to each school building. If a minimum order is required, Bidders must indicate that on the Bidders Information Form.

### **8. AWARD**

OCSP0 reserves the right to award by item, group of items (lot), total bid and/or same items to multiple vendors (dual award). OCSP0 in its sole determination, may award in any manner that is in the best interest of OCSP0.



**9. PAYMENT PROCEDURES**

Invoices must reference Member purchase order numbers and be mailed to the Accounts Payables Departments at each respective school district. Payment will be made within thirty (30) days after receipt of invoice. Vendor shall maintain all records and documentation regarding payment for at least three (3) years following the date of final payment from school district.

**10. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW**

It is the Vendor's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law. All cleaning material containers must be properly labeled. The Vendor is to provide Oakland Schools with the following information:

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

**11. POST-BID INTERVIEWS**

The OCSPO Evaluation Committee may select the Bidder(s) deemed to be the lowest responsible Bidder in the best interests of the Members. The OCSPO Evaluation Committee, in its sole discretion, reserves the right to request post-bid interviews with all, some or none of the Bidders solely to clarify any questions the OCSPO Evaluation Committee may have.

**12. AWARD OF VENDOR**

Should a Bidder(s) be selected by the OCSPO, the Bidder(s) will be notified in writing that they have been selected for contract for use by the Members via the attached Bidder's Participation Form. The selected Bidder(s) shall hereinafter be referred to as the "Vendor."

Each Member will issue its own purchase order/contract detailing specific delivery instructions and will make payment for its orders. The Vendor has no obligation to honor OCSPO pricing for districts that are not Members of the OCSPO. The Vendor acknowledges that the Specifications & Special Provisions along with the General Terms and Conditions of this IFB shall be a part of any contract/purchase order that ensues with a Member.

**13. ORDER OF PRECEDENCE**

The parties understand and agree that each of the Bid Documents is a part of the complete agreement between the Vendor and the Member as if each were set forth entirely within the agreement between the Vendor and the Member. Where conflicts exist between the various contract documents, the order of precedence shall be determined as follows: this IFB including all addenda, the contract/purchase order of the Member, the bidder's response, and any modifications in writing.

**14. DISPUTE RESOLUTION**

In the event the Vendor does not meet the requirements of this IFB and/or any of its related addenda, Vendors shall attempt to resolve disputes with the Member at the local level. If there is no resolution, the dispute will be referred to the Bid Chair for resolution and the following steps will be taken:

- a. The Vendor will have ten (10) business days after receipt of letter to rectify and respond to the violation in writing. The response must include the nature of the violation, how it was resolved, and what steps are being taken to prevent this violation from occurring again. The response must be sent to the attention of the person filing the violation and must include a copy to the OCSPO Bid Chair and Anna Marie Andrew, Oakland Schools.

- b. If the Vendor has not resolved the violation or has repeated a similar past violation, the OCSP0 and individual Member reserves the right to terminate the contract with the Vendor or specifically perform the terms of the contract by giving, in writing, thirty (30) days written notice of intent to do so.

**15. CONTRACT TERMINATION**

Oakland Schools may terminate this Contract with or without cause upon thirty (30) days prior written notice to the Vendor. For purposes of this Contract, the term "Cause" shall mean: the failure by the Vendor 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. Vendor will be paid only that amount which has been incurred for work completed up to the date of termination. Vendor will not be eligible for any anticipatory profits or fees for future work beyond the termination date of this Contract. All notices should comply with Section Thirty-one (31) of these General Contractual Terms & Conditions.

**16. EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION**

The Vendor hereby agrees to comply with all applicable federal, state and municipal equal opportunity and anti-discrimination guidelines/regulations, and executive orders and covenants that neither the bidder nor any 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 race, color, religion, national origin, age, sex, height, weight marital status or disability in its programs, services, activities or employment. Failure on the part of the Vendor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for OCSP0 to revoke and otherwise terminate the contract and all obligations of OCSP0 and its Members hereunder.

**17. MINIMUM WAGE**

The Vendor covenants and agrees that it shall comply with all minimum wage laws when required by applicable law.

**18. FREEDOM OF INFORMATION ACT**

The Bids and supporting materials become the property of the OCSP0, and are subject to public access according to the Michigan Freedom of Information Act, MCL 15.231 et. seq.

**19. NEWS RELEASES**

Bidders will at no time make any news or advertising releases pertaining to the Bid document for any purpose without the prior approval of, and in coordination with, the OCSP0.

**20. SMOKING/ALCOHOL ON SCHOOL PROPERTY**

Smoking, the use of tobacco products, or alcohol shall not be permitted in any Member building or on any Members' school premises.

**21. FINALITY OF DECISION**

Any decision made by the OCSP0, including Vendor selection, shall be final.

**22. QUANTITIES**

Bidders should note that where quantities are listed they represent estimates of annual requirements, and do not constitute a guarantee of future order quantities as it is the intent of this IFB to select a Vendor for the Members to purchase some, all or none of the supplies, materials and equipment listed herein at their sole option.

**23. GOVERNING LAW**

The Contract 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 competent jurisdiction.

**24. GENERAL INDEMNIFICATION**

Vendor agrees to indemnify, defend and hold harmless OCSP0, each Member and Oakland Schools, their Board of Education, in their official and individual capacities, employees, agents, Vendors, 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 Vendor, its officers, directors, employees, successors, assignees, vendors and agents; (ii) any breach of the terms of the contract between the Member and the Vendor; or (iii) any breach of any representation or warranty by Vendor under the contract with Member or this IFB. Oakland Schools, the Members and the OCSP0 agree to notify Vendor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under any contract with the Vendor.

**25. INTELLECTUAL PROPERTY INDEMNIFICATION**

Vendor 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 Vendor 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 the OCSP0 with the work product of another proposed to be used by the Vendor. Vendor agrees to indemnify, defend and hold harmless the OCSP0, its Members, its Members Boards of Education, and Oakland Schools, 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 the OCSP0, Members or Oakland Schools arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Vendor’s or the OCSP0, its Members, 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 Vendor under this Contract; provided that Vendor is notified in writing within thirty (30) days from the date the District knew of such claim. The Members retain the right to offset against any amounts owed Vendor hereunder or any such monies expended by the Members or Oakland Schools in defending itself against such claims.

**26. ASSIGNMENT OF CONTRACT**

The Vendor shall not subcontract any of its obligations under the contract with a Member without the written consent of the OCSP0 and the Member.

**27. REPORTING**

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

**28. NON APPROPRIATION OF FUNDS**

In the event that public funds are unavailable and not appropriated for the performance of the District’s obligations under this contract, then this contract shall automatically expire without penalty to the District, thirty days (30) after written notice to the Vendor of the unavailability and non-appropriation public funds. It is expressly agreed that the District shall not activate this

on-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as a fiscal measure.

### **29. COMPLIANCE WITH APPLICABLE LAWS**

The Vendor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as specified in IFB.

### **30. RIGHT TO INSPECT AND TEST**

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 bid document. All equipment will remain the property and responsibility of the vendor(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.

### **31. NOTICE**

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.

### **32. CONFLICT OF INTEREST**

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

### **33. INSURANCE**

Offeror 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 Districts.

- a. Commercial General Liability Insurance 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. 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;
- c. Automobile Liability 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: Requesting Districts. If such insurance is not in force, Districts may, at its option, terminate and cancel the contract.

## **SECTION IV: SPECIAL PROVISIONS & BID SCHEDULE**

BID CATEGORY: OCSPO Pool Chemicals, Supplies & Repairs

BID CHAIR: Angela Gomez, Oakland Schools

CONTRACT PERIOD: July 1, 2017 – June 30, 2018. This contract may be renewed for an additional one (1) year for the period July 1, 2018 – June 30, 2019.

CONTRACT TYPE: Firm, Fixed Price

OCSPO PROGRAM REQUIREMENTS:

### **1. BID INTENT**

Through this Invitation for Bid (the "IFB"), the OCSPO is seeking one or more qualified Bidders to supply Pool Chemicals, Supplies & Repairs at fixed prices for its Members. The anticipated term of the contract, if one ensues, is for one (1) year July 1, 2017 – June 30, 2018. This contract may be renewed for an additional one (1) year July 1, 2018 – June 30, 2019. The OCSPO Evaluation Committee will select the Bid(s) that it deems to be the lowest responsive, responsible bid in the best interest of the Members, in its sole discretion.

### **2. REPRESENTATIVE**

Vendor shall provide, at its expense, a dedicated area account representative to handle orders on a building and Member basis, as well as customer service personnel to adequately accommodate order entry, order inquiries, and the handling of other order-related issues with each Member. Vendor will be expected to provide in-service training as requested for the products they provide. Each Vendor is requested to provide a listing of the types of "in-services" or workshops it is willing to provide.

### **3. CATALOG**

Vendor must create and provide as part of the award, an OCSPO Custom Order Form (electronic AND paper), to be included with a catalog to be distributed to each participating Member for distribution to the buildings, if requested by Districts. The custom order form shall include item description, price and page number of item in catalog. The custom order will be required to be updated and distributed for the successive years of the contract, if extended.

### **4. PRODUCT CHANGES**

All ordered items must be shipped as per the IFB Specifications. Vendor must notify the OCSPO Bid Chair of changes to products, units of measure, or other pertinent information, two weeks in advance of these changes becoming effective.

### **5. BACK-ORDERS**

If there is a backorder, Vendor is responsible to notify the ordering Member immediately via telephone or email with the estimate delivery date for the backordered product. Vendor shall include a list of non-delivered (back-ordered) items for that order on each packing slip.

### **6. PACKING SLIP**

Each individual order will include a packing slip and must reference the ordering Member's name and the purchase order number.

**7. SCHOOL DELIVERY**

Pricing shall include inside delivery to each Member school or building and shall be FOB destination with all handling, insurance and freight charges incorporated in the pricing.

**8. RETURNS**

Vendor shall accept returns of products for any reason within sixty (60) days of delivery to participating Members. Vendor shall credit the corresponding participating Member's account in the next billing cycle and not charge a restocking fee.

**9. WARRANTY**

Vendor must warrant that they are the legal and rightful owner of the products or that it is legally licensed and/or authorized to sell and/or distribute products being purchased hereunder by participating Members. All products delivered under the Contract with the Member will be free and clear of any and all encumbrances of any kind.

**10. DISCOUNT**

Vendors may offer additional items from their catalog ("non-contracted items"), at a set discounted rate as stipulated in the IFB and Bid. Items not subject to the flat rate must be clearly indicated in the Bid.

**11. PRICING**

Bid prices shall not increase through the term of the contract, however prices may decrease.

**12. INTERNET ORDERS**

It is encouraged that the Vendor(s) offer internet-based ordering for use on a Member-by-Member basis. Member use of this technology shall result in further price discounts of all items for Members. Internet ordering, if so, shall have the following capabilities: username and password protected, online approval routing, accept purchasing cards for payment, and display only the items specified in this IFB and not the Vendor's full catalog. Member training and support for an Internet order system shall be provided by Vendor. In the event a Member does not utilize the online internet ordering, Vendor must provide an alternative method (email, etc.) for order placement.

**13. REBATES**

Vendor(s) are requested to offer rebates to Members to reward for the following:

- A. Payment Discount – Offered to Members that pay within a specified period of time, (i.e. 2% 10 net 30).
- B. Volume Incentive Rebate - Based on total cumulative dollars spent by all Members. Vendor will annually distribute rebate dollars to each Member based on the respective annual usage (7/1-2017 -6/30/2018). Rebates will be paid out no later than March 1<sup>st</sup> of the following year.
- C. Electronic Commerce Incentive – Offered to Members who elect to place more than a specified amount of purchases electronically.

**14. PURCHASING CARDS**

Vendor(s) is encouraged to accept purchasing cards (p-cards) for payment of orders. In the event a Member does not have a p-card program, Vendor(s) must provide an alternative means for accepting payment for goods.

**15. USAGE REPORTS**

Vendor(s) shall provide semi-annual usage reports (in electronic format) for each Member purchasing from Vendor. All reports shall be filed through Oakland Schools' Office of Procurement

& Contracting with a copy to the OCSP0 Bid Chair and shall be submitted according to the schedule below. Vendor(s) shall supply these reports within two weeks after the close of the period. Vendors shall provide the usage reports for the total OCSP0 purchases AND for individual Members. Vendor(s) reports should be available to download into Excel. The following identifies the required reports:

- A. Total Usage by Item (contract & non-contract items)
  - i. Contract Items: Usage to be completed on the awarded Excel spreadsheet
  - ii. Non-contract Items: Usage to be provided by Vendor generated reports
- B. Total Dollars Purchased by Districts: Oakland Schools will provide an Excel spreadsheet for Vendor to complete. It is the Vendor(s) responsibility to provide accurate usage.
- C. Usage Report will be requested July 15<sup>th</sup> for the previous purchases from January to June. The request for January 15<sup>th</sup> will be for previous purchases from July – December.

**16. NON-EXCLUSIVE**

Vendor acknowledges that each Member reserves the sole right to order any product or service, whether or not contained in this IFB, from any source, at any time, without penalty. This right shall not interfere with the servicing of the contract which ensues, if any, with the Member from this IFB, as this is not intended to be an exclusive arrangement.

**17. EVALUATION CRITERIA**

A Bid(s) may be awarded to the Bidder(s) who the OCSP0 Evaluation Quorum Committee determines, in its sole discretion, is the lowest responsive and responsible bidder in the best interests of the Members. The evaluation criteria will include without limitation: compliance with IFB Specifications, pricing, quality of product offered, variety of product offered, past performance or demonstrated ability to meet IFB requirements, bidder’s financial stability and Bidder’s technology capabilities. Please note that Bidders may be requested to provide company financial information. Final award of preferred vendor status may be subject to a post-bid interview.

**18. BID SCHEDULE**

| <b>Event</b>                                    | <b>Date</b>  |
|---|--|
| Bid Available:                                  | Wednesday, April 26, 2017                              |
| Advertisement Date:                             | Wednesday, April 26, 2017                              |
| Pre-Bid Meeting:                                | n/a  |
| Bid Clarifications Deadline:                    | Thursday, May 11, 2017 by noon                         |
| Bid Clarification Answers Posted no later than: | Wednesday, May 12, 2017 by noon                        |
| <b>Bids Due:</b>                                | <b>Thursday, May 18, 2017 by 2:00 p.m., local time</b> |
| Samples Due:                                    | By due date  |
| Contract Begins:                                | July 1, 2017   |

The OCSP0 reserves the right to modify any part of the above identified Invitation for Bids Timeline, in its sole discretion

## **SECTION V: SPECIFICATIONS**

Bid: OCSP0 Pool Chemicals, Supplies & Repairs

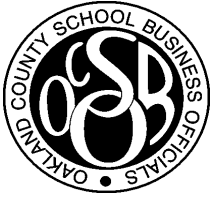
Samples Required: If requested.

Bid Chair: Angela Gomez, Oakland Schools

Bid form along with pricing must be submitted on-line at [www.mitn.info](http://www.mitn.info) by due date and time specified in bid. All specification can be downloaded at [www.mitn.info](http://www.mitn.info) the attachment "Specification and Bid form".



**SECTION VI: BIDDER'S INFORMATION FORM**



**2017/2018 OCSP0  
Pool Chemicals, Supplies & Repairs Bid  
IFB #17.0014**

Indicate: \_\_\_\_ Individual \_\_\_\_ Corporation, (State incorporated \_\_\_\_ ) \_\_\_\_ Partnership

If the Bidder is an individual, operating under an assumed company or partnership name, the full name and address of the owner must be given.

Firm Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company Website: \_\_\_\_\_

Did you receive any addenda? Y or N Addenda Number(s): \_\_\_\_\_

1. How long has your firm been in business? \_\_\_\_\_
2. Annual Gross Sales: 2016 \_\_\_\_\_ 2015 \_\_\_\_\_ 2014 \_\_\_\_\_
3. List your largest three customers in the Detroit Metro area and the annual volume.
 

|    |       |  |          |
|----|-------|--|----------|
| a. | _____ |  | \$ _____ |
| b. | _____ |  | \$ _____ |
| c. | _____ |  | \$ _____ |
4. Special ordering instructions, if any. \_\_\_\_\_
5. Minimum order requirement, if any. \_\_\_\_\_
6. Payment Terms: \_\_\_\_\_ OR \_\_\_\_% Discount offered if paid within \_\_\_\_ days
7. Proposed volume incentive rebate offered based on sales for all paid members of OCSP0:

| <u>Annual Net Purchases</u> | <u>Incentive</u> |
|-----------------------------|------------------|
| \$ _____ to \$ _____        | _____ %          |
| \$ _____ to \$ _____        | _____ %          |
| \$ _____ to \$ _____        | _____ %          |
| \$ _____ to \$ _____        | _____ %          |

8. a. Does your company offer Internet based purchasing? \_\_\_\_\_ Yes \_\_\_\_\_ No
- b. Does your Internet order system accept purchasing cards? \_\_\_\_\_ Yes \_\_\_\_\_ No
- c. Can internet order system limit the users to the awarded items only? \_\_\_\_\_ Yes \_\_\_\_\_ No
- d. \_\_\_\_% Discount offered to districts if \_\_\_\_% of orders are placed electronically.

Does your firm currently work with any e-procurement companies to accept and process orders electronically? If yes, list below:

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9. a. Do you accept payment by purchasing card (p-card)? \_\_\_\_\_ Yes \_\_\_\_\_ No
- If yes, is there an added fee or charge for this service? \_\_\_\_\_
- b. What discount is offered for using purchasing cards? \_\_\_\_\_%
10. Do you agree to provide usage reports per the specifications? \_\_\_\_\_ Yes \_\_\_\_\_ No

11. a. Check the appropriate delivery that your firm guarantees for product delivery:

\_\_\_\_\_ 24 Hours                      Order must be placed by \_\_\_\_\_ A.M./P.M. (circle)

\_\_\_\_\_ 48 Hours                      Order must be placed by \_\_\_\_\_ A.M./P.M. (circle)

\_\_\_\_\_ Other \_\_\_\_\_ Hours      Order must be placed by \_\_\_\_\_ A.M./P.M. (circle)

- b. Please indicate your turn-around time for regular service and urgent situations:

\_\_\_\_\_ Regular Service Turn-Around Time

\_\_\_\_\_ Urgent Turn-Around Time

12. Besides a) online ordering via the internet, and b) accepting p-cards for payment, tell us what other methods of order placement and payment you will accept for Members.

13. On a separate sheet, tell us who (name and number) and what sales support your company will provide to the Members to support this program.

14. On a separate sheet, tell us what your company would do to help increase participation and orders with Members (i.e. special order forms, marketing plans, training classes, etc.).

15. Provide a minimum of one sample of a custom order form your company has created plus your company catalog if requested by Districts.

16. On a separate spreadsheet provide a list of types of "in-services" or workshops your firm is willing to provide if awarded items from the Bid. Please identify the audience for each item (i.e. Facility Managers, Building Supervisors, Purchasing Officials, etc.)

17. Provide three current references (must be commercial, preferably school districts):

Company

Contact Name

Telephone

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**SECTION VII: FIXED-PRICE CONTRACT TERMS & CONDITIONS**



2017/2018 OCSP  
 Pool Chemicals, Supplies & Repairs Bid  
 IFB #17.0014

**CONTRACT TYPE:**

Bid prices submitted are based on the following contract type (See Section III. General Terms & Conditions, #4 Prices). Please check the following Fixed-Price Contract statement below that you agree to hold your pricing through June 30, 2018.

\_\_\_\_\_ **Fixed-Price Contract**  
*Bid prices shall be held firm through June 30, 2018. Increases in price will NOT be allowed or considered for any reason.*

**CATALOG/NON-CONTRACT ITEM DISCOUNT**

In addition to bidding on the specific items for the Pool Chemicals & Supplies OCSP is requesting that your company provide a discount for non-contract items for the term of the contract. The discount offered is to be a straight discount from manufacturer’s suggested retail price on all items. The Vendor awarded this contract must provide updated pricing or catalogs to all ordering Members. A current catalog must be included in your Bid.

The discount percent that you quote should include all delivery charges and have no minimum order size requirements. In order to participate for the non-contract portion of the Bid, the Vendor must, in the opinion of the Committee, make a good faith effort to competitively participate in the “contract item” portion of the Bid.

**Catalog:** \_\_\_\_\_ % off of Catalog Price

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

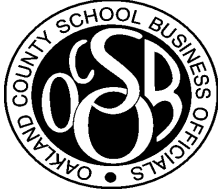
\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Website

**SECTION VIII: BIDDER'S PARTICIPATION FORM**



2017 OCSP  
Pool Chemicals, Supplies & Repairs Bid  
IFB #17.0014

We propose to furnish and deliver the following Pool Chemicals, Supplies & Repairs in accordance with the Specifications and Terms and Conditions contained in this IFB and we acknowledge that if we are selected as the awarded vendor, such Specifications and Terms and Conditions of this IFB shall be incorporated by reference in any purchase order/contract with the individual Members who elect to contract with our firm.

We certify compliance with all of the Terms and Conditions of this IFB and further certify that this firm, its officers, and its employees have not entered into any agreement or arrangement with any other bidder, or prospective bidder or with any other person, firm or corporation relating to our Bid; and

That this firm, its officers, and its employees have not entered into any agreement or arrangement with any other bidder or prospective bidder or with any other person, firm or corporation to refrain from bidding or for any act or omission in restraining of free competition among bidders; and

That this firm, its officers, and its employees have not disclosed to any person, firm or corporation the terms of said Bid or the prices specified herein.

That this firm has sought answers to any questions they may have regarding the form or substance of this Invitation For Bid, and that they waived any right to protest the selection process.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Typed Name & Title of Authorized Company Agent

\_\_\_\_\_  
Signature of Company Agent

\_\_\_\_\_  
Date

**ACCEPTANCE OF BID AWARD: (TO BE COMPLETED ONLY BY OAKLAND SCHOOLS AND THE BID CHAIR ON BEHALF OF THE OAKLAND COUNTY SCHOOL PURCHASING OFFICIALS)**

This bid for contracting supplies, materials or equipment is hereby selected as the awarded vendor. As an awarded vendor, you are now bound to sell the supplies, materials or equipment listed on the attached bid based upon the IFB, including all terms, conditions, specifications, and addenda as set forth in the Invitation for Bid. The parties intend this award is to constitute the final and complete agreement between the OCSP and Vendor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto.

Oakland Schools  
OCSP Liaison: \_\_\_\_\_

Bid Chair: \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SECTION IX: IRAN ECONOMIC SANCTIONS ACT**

**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") Invitation For Bid, 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 IFB, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

**SECTION X: EXCEPTION FORM**

All exceptions to the bid documents shall be placed on this form in order to be considered as part of the bid. It is at the sole discretion of the OCSP0 to accept any or all exceptions listed on this form.