



INVITATION FOR BID

Water Collection and Testing Project

IFB 16-0013

Issue Date:	Wednesday, March 30, 2016
Bid Due Date:	Friday, April 15, 2016
Contracting Officer:	Vicky Gundlach, CPO

INVITATION FOR BID

TABLE OF CONTENTS

SECTION I: BID OVERVIEW..... 3

SECTION II: INSTRUCTIONS TO BIDDERS 4

SECTION III: GENERAL TERMS & CONDITIONS..... 6

SECTION IV: SPECIAL TERMS & CONDITIONS 11

SECTION V: SPECIFICATIONS 12

SECTION VI: BIDDER QUESTIONS & SUBMITTALS..... 13

SECTION VII: PRICING FORM..... 14

SECTION VIII: EXCEPTION TO SPECIFICATIONS 15

SECTION IX: NOTARIZED FAMILIAL DISCLOSURE STATEMENT 16

SECTION X: BIDDER INFORMATION FORM 17

SECTION XI: IRAN ECONOMIC SANCTIONS..... 18

SECTION XII: CERTIFICATION..... 19

SECTION I: BID OVERVIEW

PURPOSE: The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting Bids for Water Collection and Testing, IFB 16-0013 in accordance with the attached specifications. Oakland Schools is taking a comprehensive approach for the collection and testing of water samples to detect Copper and Lead. We are seeking pricing on Type I Community Water and for Type II Public Water Supply Wells. As the regulatory agency for the Type II Public Water Supplies, it is essential that the Oakland County Health Department remains engaged in an oversight capacity throughout this process.

We are requiring adherence to the Michigan Department of Environmental Quality (MDEQ) guidelines dated February 11, 2016 (see attached) which includes:

- Completion of an on-site plumbing assessment including an inventory on the district’s current fixtures
- Identification of drinking water locations and label sampling locations
- Development of a sampling sequence and identify consecutive sampling sites
- Identification of a sampling coordinator, obtain supplies, and train sampling teams
- Scheduling and collection of samples
- Delivering samples to a certified laboratory
- Interpretation of the sample result
- Recommendations for temporary and permanent remediation
- Completion of a report on the findings of the process back to each district

Oakland Schools is seeking pricing which can be extended to school districts in the the State of Michigan. This includes all private, public, and Intermediate Schools Districts.

1. BID SCHEDULE:

April 6, 2016 by noon	Deadline to submit clarifying questions
April 7, 2016 by 4:00 p.m.	Responses to questions to be posted
April 15, 2016 by 2:00 p.m.	Bid due date

SECTION II: INSTRUCTIONS TO BIDDERS

1. BIDS

The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting Bids for Water Collection and Testing IFB 16-0013 in accordance with the attached specifications. All Bids shall be received no later than Friday, April 15, 2016 by 2:00 p.m., 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 Bid reaches Oakland Schools on or before the closing date and hour as indicated. Late Bids will NOT be accepted.

One (1) original and three (3) copies shall be submitted via hand delivery or express mail in a sealed envelope to the address listed below. Electronic submission will not be accepted.

Oakland Schools
Front Desk Receptionist – Water Collection and Testing Project IFB 16-0013
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 Bids are due, Bids will be due at the same time on the next day that the District and/or Oakland Schools building is open.

3. ADDENDA

Any and all clarification questions pertaining to this IFB must be submitted in writing via email to: Purchasing@oakland.k12.mi.us and will be answered and posted to <http://www.mitn.info>. Bidders who do not comply may be disqualified from the bidding process. It is the bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation. Bidders are responsible for checking this website prior to bid submission. Failure to acknowledge all addenda may result in rejection of your bid as being non-responsive.

4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

Any and all communication shall go through the Contracting Officer. If a bidder works with Oakland Schools on other projects and shall communicate with an individual that is involved with this IFB, the bidder shall contact the Contracting Officer for approval. Failure to comply with this may be grounds for disqualification.

5. EXCEPTIONS

Bids shall meet or exceed all specifications herein. Any and all deviations from specifications shall be clearly detailed on Section VIII, the Exception to Specification; 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 BIDS

Any Bidder may withdraw their bid at any time prior to the opening of bids. All bids shall remain firm for acceptance for a period of 180 (one hundred eighty) days beyond the bid opening. The awarded Bidder shall honor the bid pricing for a period of one hundred eighty (180) days.

7. BID FORMS

The Bidder shall utilize bid forms as supplied in the bid document.

8. DISCLOSURE STATEMENT

In compliance with MCL 380.1267 a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the bidder and any member of the Oakland Schools Board or the Oakland Schools Superintendent. Bids without a sworn and notarized disclosure statement shall not be accepted.

9. BIDDER QUESTIONS

Each bidder is required to respond to the questions where specified. If you would like to attach documentation to support your other answers, please do so. Responses should be concise and stand on their own. The quality of the response to the IFB will be viewed as an example of the Bidder's capabilities.

10. BID ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept or reject any or all Bids or alternative Bids, 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.

11. INTEREST

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 bid or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.

12. BIDDER'S RESPONSIBILITY

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 or equipment required and a representation that the bidder can furnish the item(s) in complete compliance with the general terms and conditions, specifications and any special provisions.

13. GIFTS, GRATUITIES OR KICKBACKS

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

14. SOLE BIDDER

If only one bid is received in response to the IFB, a detailed cost bid, 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 bid in order to determine if the price is fair and reasonable.

15. MISREPRESENTATIONS

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

16. PROPRIETARY OR CONFIDENTIAL INFORMATION

Any proprietary or confidential material (financial statements, etc.) that was submitted by a bidder and is clearly marked as such will be returned upon request. Marking the entire bid as confidential will not be accepted or honored. Remaining non-confidential material in the bid, including proposed costs and compensation, will be maintained for the official files and will be subject to the Freedom of Information Act, MCL 15.231 et. Seq.

17. 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 regarding variations to the original bid(s), 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 bid 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.

18. NOTIFICATION OF AWARD

Upon approval by the Board of Education, Oakland Schools will make available the information regarding the award and the bid tabulation. This may be downloaded via www.mitn.info.

19. SERVICE OF PROTEST

Protests, in accordance Office of Procurement and Contracting Acquisition Regulation (OPCAR) Part 11, may be served by an actual or prospective Bidder or bidder 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. Download the process at:
http://www.oakland.k12.mi.us/ProcurementandContracting/OSAR_Part_11_Protests_Disputes_and_Appeals.pdf.

SECTION III: GENERAL TERMS & CONDITIONS

1. BIDDER STATUS

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

Bidder 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.

Bidder shall retain sole and absolute discretion in the methods and means of carrying out Bidder'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. DISPUTES

- a. Except as provided under any applicable State of Michigan statute, all disputes arising under or relating to this contract shall be resolved under this clause.
- b. "*Claim*," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Bidder seeking the payment of money is not a claim until certified as required by subparagraph (ii) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Bidder shall be made in writing and, unless otherwise stated in this contract, submitted within six months after accrual of the claim, to the Contracting Officer for a written decision. A claim by the District against the Bidder shall be subject to a written decision by the Contracting Officer.
- d. The bidder shall provide the certification specified in subparagraph "ii" of this clause when submitting any claim which includes requests for funds (any amount).
 - i. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - ii. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Bidder believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Bidder."
- e. The certification may be executed by any person duly authorized to bind the Bidder with respect to the claim.
- f. For Bidder claims at or below the State of Michigan bid limit, the Contracting Officer shall, if requested in writing by the Bidder, render a decision within 60 days of the request. For Bidder-certified claims over the State of Michigan bid limit, the Contracting Officer shall, within 60 days, decide the claim or notify the Bidder of the date by which the decision will be made.
- g. The Contracting Officer's decision shall be final unless the Bidder appeals to the Head of the Contracting Agency (HCA), the Deputy Head of the Contracting Agency (DHCA), or the Chief Contracting Officer (CCO), or files a suit as provided for in applicable Michigan statutes.
- h. If a claim by the Bidder is submitted to the Contracting Officer, or a claim by the District is presented to the Bidder, the parties agree first to attempt to resolve the dispute through alternative dispute resolution (ADR),
 - i. The parties agree not to discuss any dispute(s) with the press/media during the resolution process.
 - j. Interest will not be allowed, unless directed by applicable State law, or by a court of law.
 - k. The Bidder shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

- l. If the result of any claim is a monetary settlement, said settlement, regardless of amount, cannot be paid until approved by the Oakland Schools Board of Education.
- m. The HCA may unilaterally determine third party “binding arbitration” is appropriate. An arbitrator shall be appointed at the discretion of the agency, and bidder is responsible for paying up to ½ of all costs associated with the arbitration proceedings. Any decision rendered under third party arbitration shall be final.

4. TERMINATION FOR CONVENIENCE

The District may terminate performance of this contract in whole, or in part if the District determines that a termination is in the District’s interest, with a 30 “calendar” day written notice. The Bidder, after receipt of a “Notice of Termination,” shall stop work on the cancellation date specified in the notice.

The District will conduct an audit of the Bidder’s costs to determine reasonable costs expended to date of cancellation, or the District may determine the bidders cost based the schedule of values or exact cost of any work performed. The bidder will not be reimbursed for any anticipated profit.

5. TERMINATION FOR CAUSE

If either party is in default under this contract, it shall have an opportunity to cure the default within 30 “calendar” days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties’ rights hereunder.

The District may terminate this contract, or any part hereof, for cause in the event of any default by the Bidder, or if the Bidder fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Bidder for any amount for supplies or services not accepted, and the Bidder shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

6. OAKLAND SCHOOLS BIDDER PAYMENT POLICY & PROCEDURES PAYMENT

Bidder(s) shall submit invoices, by the last day of the month, to Oakland School, Accounts Payable, 2111 Pontiac Lake Rd., Waterford, MI 48328. Payment will be made within 30 days after receipt of an invoice for services rendered during the prior month, upon inspection, satisfactory performance of the contract, approval of Oakland Schools and after each phase of project completion.

7. CONFIDENTIALITY

The Bidder shall ensure that suitable measures will be taken to assure the confidentiality of Oakland Schools and its member schools’ data.

8. FREEDOM OF INFORMATION ACT

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

9. NEWS RELEASES

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

10. EXECUTION OF CONTRACT

The contract entered into by the parties shall consist of all parts of this Invitation for Bid including specifications, drawings, if any, including all modifications thereof, any addenda, any questions and corresponding answers, and the bid submitted by the awarded Bidder; all of which shall be referred to collectively as the Contract Documents. Bidders shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

11. 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 contractual. 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.

Bidder 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.

12. SMOKING/ALCOHOL ON SCHOOL PREMISES

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

13. PERMITS, FEES, LICENSES AND INSPECTIONS

At its own expense, each bidder shall provide, pay for and coordinate all permits, fees, licenses, inspections and city, county, state, federal and governing authority approvals required for the successful completion of work contained within their bid and deliver required certificates of inspection and approvals to Oakland Schools.

14. PROTECTION OF WORK & PROPERTY

The bidder shall take necessary precautions for the safety of employees performing the work, and shall comply with all applicable provision of Federal, State and Municipal Safety Laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Bidder shall erect and properly maintain at all times all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created.

15. NONDISCRIMINATION

The Bidder hereby agrees to comply with all federal, state and municipal equal opportunity and nondiscrimination guidelines and regulations, and covenants that neither the bidder nor any subbidders 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, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability. 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.

16. 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.

17. 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. 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 bidders, broad-form property damage, and products and completed operations coverage;
- b. Professional Liability Insurance (Errors & Omissions) 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. 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: 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.

18. SEVERABILITY

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

19. OSHA/MIOSHA

The Bidder shall abide by all OSHA/MIOSHA Local, State, Federal and Owner’s Safety Requirements.

20. ASSIGNMENT OF CONTRACT

The Bidder shall not assign, transfer, or dispose of the Contract or any part thereof without the written consent of Oakland Schools.

21. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

Bidder agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, bidders, 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 Bidder, its officers, directors, employees, successors, assignees, bidders and agents; (ii) any breach of the terms of this Contract by Bidder; or (iii) any breach of any representation or warranty by Bidder under this Contract. Oakland Schools agrees to notify Bidder 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 this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

Bidder 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 Bidder 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 Bidder. Bidder agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, bidders, 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 Bidder’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 Bidder under this Contract; provided that Bidder 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 Bidder hereunder or any such monies expended by Oakland Schools in defending itself against such claims.

23. 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.

24. CONFLICT OF INTEREST

Oakland Schools will not enter into a contract to furnish materials or services to Oakland Schools where a board member, administrator, building administrator, or employee involved in the contracting process has a substantial interest in the proposed contract except as provided in s380.634(5) of the Revised School Code. A "substantial conflict of interest" means a conflict of interest on the part of an intermediate school board member or intermediate school district administrator in respect to a contract with the intermediate school district that is of such substance as to induce action on his or her part to promote the contract for his or her own benefit. Disclosure of all such interests shall be made. Every contract entered into by Oakland Schools shall contain a provision to the effect that if subsequent to entering into the contract an Oakland Schools Board member, administrator, building administrator or employee involved in the contracting process shall develop a substantial interest in the contract, Oakland Schools shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after Oakland Schools provides notice of the disqualifying interest.

25. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the District and the Bidder, and it supersedes any prior communications, representations, or agreements of any kind. This contract may not be modified except in writing signed by both parties.

26. MODIFICATIONS

The Contract may be modified in accordance with the following procedures. In the event that all parties to the Contract agree that such changes would be of a minor and nonmaterial nature, such changes may be effected by a written statement which describes the situation and signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Contract to be of a major or complex nature, then the change shall be by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.

27. 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 bid on a request for Bid with a "public entity" (Oakland Schools). The Act also requires that a person that submits a Bid in response to an Oakland Schools request for Bid shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for Bids 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.

SECTION IV: SPECIAL TERMS & CONDITIONS

1. **CONTRACT TERM**

This is an one (1) year fixed contract beginning on June 1, 2016 through May 31, 2017 with options to renew for an additional three (3) 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 EXTENSION**

If awarded, Oakland Schools is seeking pricing which can be extended to school districts in the State of Michigan. This includes all public, private, and Intermediate School District's (ISD's) for the term of the Contract.

- a. If the District exercises this option, the extended contract shall be considered to include this option clause.
- b. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

3. **DOCUMENTATION FOLLOWING AWARD**

Within ten (10) days after receiving formal notification, the successful Bidder(s) will be required to furnish the following:

- a. Insurance Certificates: As required by the General Terms and Conditions of this IFB.

If the Bidder refuses or fails to submit the insurance certificates within the ten (10) day period, Oakland Schools will consider the Bidder to have abandoned all rights and interest in the Contract award. Consequently, the bid bond may be declared forfeited to the School District and the work may be awarded to another Bidder.

SECTION V: SPECIFICATIONS

1. OVERVIEW

The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting Bids for Water Collection and Testing Project IFB 16-0013. Oakland Schools is taking a comprehensive approach for the collection and testing of water samples to detect the presence of Copper and Lead.

- Bidders shall provide their credentials and qualifications in the field of water collection and analysis services. Would you plan on bringing in sub-contractors for this project? If so, include their credentials and qualification as well.
- Explain the methodology of water sample collection.
- Provide method of transportation and turnaround time.
- Samples shall be taken from, but not limited to the following locations;
 - Main water supply
 - Bubbler system (both in classrooms and as part of a drinking fountain)
 - Water Cooler (water cooler plug-in chiller unit)
 - Classroom Faucet
 - Kitchen Sink
 - Bathroom Faucet
 - Nurse's Sink

SECTION VI: BIDDER QUESTIONS & SUBMITTALS

1. BIDDER QUESTIONS

A. Executive Summary:

1. Provide an executive summary, not to exceed two (2) pages in length providing an overview of your Bid and any information the Bidder wishes to bring to the attention of Oakland Schools.

B. Company Questions:

1. How long has your organization provided these services?
2. How many clients do you currently service and how large is each client?
3. Describe the financial soundness of your organization. Include any reports (audited financials, bank letters, Dun & Bradstreet reports, etc.) that demonstrate your firm's strength.
4. Identify any litigation your firm is currently involved in or has settled/resolved over the last year.
5. Provide a statement on current workload and status.
6. What lab would you use to process the samples?
7. Would you plan on bringing in sub-contractors for this project?

2. BID SUBMITTALS:

The following designated forms and other information shall be submitted in the following order with your bid:

- A. Section VI: Bidder Questions Form
- B. Section VII: Pricing Form
- C. Section VIII: Exception to Specifications
- D. Section IX: Notarized Bid Disclosure Statement – Familial Relationship Form
- E. Section IV: Bidder Information Form
- F. Section V: Iran Economic Sanctions
- G. Section VI: Certification
- H. Completed W-9 Form

SECTION VII: PRICING FORM

Product information and/or specification sheets shall be submitted with your bid.

Water Collection and Testing Pricing for Type I Community Water

Cost for Inventory per Fixture	
Price per sample taken based on small volume	
Price per sample taken based on large volume	
Price per lab test	
Price per bottle for small collection	
Price per bottle for large collection	
Cost for delivery of samples to the lab	

Water Collection and Testing Pricing for Type II Public Water Supply Wells

Cost for Inventory per Fixture	
Price per sample taken based on small volume	
Price per sample taken based on large volume	
Price per lab test	
Price per bottle for small collection	
Price per bottle for large collection	
Cost for delivery of samples to the lab	

Please include any other related cost associated with this IFB.

SECTION VIII: EXCEPTION TO SPECIFICATIONS

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

SECTION IX: NOTARIZED FAMILIAL DISCLOSURE STATEMENT

(Return completed and notarized form with bid)

Pursuant to MCL 380.1267, a sworn and notarized 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 bid. Bids 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 **Wanda Cook-Robinson**.

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

There is no 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.

The undersigned, the owner or authorized representative of bidder (insert name) _____ does hereby

Represent and warrant that the disclosure statements herein contained are true.

Print Name

Signature of Bidder Representative

Title

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

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

Notary Public

_____ County, Michigan

My commission expires: ____/____/____
Acting in the County of: _____

SECTION X: BIDDER INFORMATION FORM

A. Company Name: _____

Address: _____ City: _____ State/Zip: _____

Phone: _____ Fax: _____ Website: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

B. Business Structure: Corporation () Partnership () Sole Proprietor ()

C. Number of years in business as the company named above _____

D. Largest single contract this company has held \$ _____ With whom? _____

E. Annual gross sales for last four (4) years:

2015 _____ 2014 _____ 2013 _____ 2012 _____

F. Acknowledgement of addenda #1 _____ #2 _____ #3 _____
 Date Initials Date Initials Date Initials

G. Geographical area of operations for your firm _____

H. Provide business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from your company in the past year, preferably school districts or intermediate school districts.

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

Business _____ Contact: _____ Telephone _____

Supplier Authorization

The undersigned certifies that the Bid submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the bidder are true and accurate.

Signature of Bidder Legal Name of the Firm

Print Name & Title Date

SECTION XI: IRAN ECONOMIC SANCTIONS

**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 bidder (the "Bidder"), pursuant to the compliance certification requirement provided in the Oakland Schools' (the "School District") Invitation For Bid, hereby certifies, represents and warrants that the Bidder (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 Bidder is awarded a contract as a result of the aforementioned IFB, the Bidder will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Bidder 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 XII: CERTIFICATION

**Water Collection and Testing Project
IFB 16.0013**

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

- | | <u>Yes</u> | <u>No</u> |
|--|--------------------------|--------------------------|
| 1. That the Bidder has carefully examined the instructions and specifications and will furnish this material/product with such specifications for the price set forth in this bid. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Bid offer. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Bidder shall attest in writing that they have sought answers to any questions they may have regarding the form or substance of this IFB, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Bidder certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Execution of this contract constitutes a representation by the Bidder that to the best of the Bidder's knowledge no conflict of interest exists between the Oakland Schools Representatives and the Bidder or its employees and agents. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. This Bid is made without any previous understanding or agreement with any other person, firm or corporation submitting a Bid 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 Bid with other Bidder and has not colluded with any other Bidder or parties to a Bid whatsoever. | <input type="checkbox"/> | <input type="checkbox"/> |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The Bidder certifies they have read and understand the Equal Opportunity policy statement. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Bidder certifies that they are eligible to submit a Bid based on the Iran Economic Sanctions Act (P.A. 517 or 2012). | <input type="checkbox"/> | <input type="checkbox"/> |

The Bidder certifies the information they have provided is correct and agrees to provide the scope of work in this Invitation for Bid, including all terms and conditions, special provisions, specifications, addenda, questions and corresponding answers, and the Bid as set forth in these Contract Documents. The parties intend for this to become part of the final and complete agreement between Oakland Schools and the Bidder.

Name (Print)	Title	Signature	Date
--------------	-------	-----------	------

ACCEPTANCE OF BID: (To be completed by the contracting officer AFTER Board approval)

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

Name (Print)	Title	Signature	Date
--------------	-------	-----------	------

Board of Education Approval: _____ Purchase Order No: _____