



INVITATION FOR BID

FOOD SERVICE EQUIPMENT REPAIR HOURLY TRADES

IFB 18.0023

Issue Date: June 7, 2018

Bid Due Date: June 14, 2018

Contracting Officer: Anna Marie Hollander, CPPB, C.P.M., A.P.P.

INVITATION FOR BID

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SECTION I: BID OVERVIEW

1. PURPOSE:

Oakland Schools is requesting bids for Pricing of Hourly Trades for Food Service Equipment Repair for the Culinary Program, located at the Southeast Campus, Southwest Campus, Northeast Campus, and Northwest Campus.

2. BACKGROUND INFORMATION:

OAKLAND SCHOOLS

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

3. BID SCHEDULE:

Deadline to submit clarifying questions	June 11, 2018 12:00 Noon
Responses to questions to be posted	June 12, 2018
Bid due date	June 14, 2018 2:00 PM
Contract start/delivery date	July 1, 2018

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 Pricing of Hourly Trades for Food Service Equipment Repair in accordance with the attached specifications. All required Bid and Pricing forms shall be submitted electronically on **BidNetDirect** (<https://www.bidnetdirect.com>), formerly MITN, no later than 2:00 p.m., local time, June 14, 2018 (the “Due Date”).

It is the sole responsibility of the bidder to ensure their Bid pricing is completely entered and forms uploaded on <https://www.bidnetdirect.com> before the closing date and hour as indicated. Late Bids will NOT be accepted.

2. ADDENDA

Any and all clarification questions pertaining to this IFB must be submitted in writing via email to: Purchasing@oakland.k12.mi.us no later than 12:00 Noon, on Monday, June 11, 2018, and will be answered and posted to <https://www.bidnetdirect.com> as Addenda. 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.

3. 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.

4. EXCEPTIONS

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

5. VOLUNTARY ALTERNATES

Base bids are requested in accordance with the detailed specifications; voluntary alternates are not allowed.

6. WITHDRAWAL OF BIDS

Any Contractor may withdraw their bid at any time prior to the opening of bids. All bids shall remain firm for acceptance for a period of 90 (ninety) days beyond the bid opening. The awarded Contractor shall honor the bid pricing for a period of three (3) years.

7. BID FORMS

The Contractor must utilize bid forms as supplied in this IFB, including the Pricing Form, which can be downloaded at <https://www.bidnetdirect.com>.

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 familial disclosure statement shall not be accepted.

9. ROUNDING

All prices shall be rounded to the nearest whole dollar unless unit pricing is less than \$50.00.

10. REBATES AND DISCOUNTS

While not required, bidders are allowed to offer rebates or tier pricing based on volume thresholds.

11. 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 Contractor's capabilities.

12. BID COSTS

Oakland Schools shall not be responsible for any cost or expense the bidder incurs during the preparation or award of this bid.

13. 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 Offeror in the sole discretion of the Oakland Schools.

14. 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.

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

16. GIFTS, GRATUITIES OR KICKBACKS

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

17. VERBAL REPRESENTATIONS

Bids shall contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after bids are submitted will not be considered unless they are made in answer to questions asked by the District or its representatives and are followed up in writing.

18. 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.

19. BIDDER INTERVIEWS AND DEMONSTRATIONS

Oakland Schools may, at its option, elect to conduct interviews and/or demonstrations with selected bidders, or request to visit the bidder's site for bidders that are under active consideration. Oakland Schools is not required to hold such presentations and is not obligated to provide all bidders with such an opportunity.

20. 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 contractor had provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

21. 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.

22. 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 Contractors regarding variations to the original bid(s), which may be in the best interest of Oakland Schools.

In the event that the Contractor markets materials, products, and/or services that are 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 Contractor shall provide Oakland Schools with timely notice of the availability of such newer materials, products and/or services.

23. 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 at <https://www.bidnetdirect.com>.

24. SERVICE OF PROTEST

Protests, in accordance Office of Procurement and Contracting Acquisition Regulation (OPCAR) Part 11, may be served by an actual or prospective Offeror or contractor who may be aggrieved in connection with this solicitation or award of any contract resulting from this solicitation to the Contracting Officer. Any protest shall be submitted in writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The process may be downloaded at:

http://www.oakland.k12.mi.us/ProcurementandContracting/OSAR_Part_11_Protests_Disputes_and_Appeals.pdf.

SECTION III: GENERAL TERMS & CONDITIONS

1. CONTRACTOR STATUS

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

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

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

2. TAXES

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

3. 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 Contractor 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 Contractor 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 Contractor shall be subject to a written decision by the Contracting Officer.
- d. The contractor 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 Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- e. The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- f. For Contractor claims at or below the State of Michigan bid limit, the Contracting Officer shall, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over the State of Michigan bid limit, the Contracting Officer shall, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- g. The Contracting Officer's decision shall be final unless the Contractor 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 Contractor is submitted to the Contracting Officer, or a claim by the District is presented to the Contractor, 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 Contractor 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 contractor 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 Contractor, 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 Contractor's costs to determine reasonable costs expended to date of cancellation, or the District may determine the contractor's cost based on the schedule of values or exact cost of any work performed. The contractor 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 Contractor, or if the Contractor 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 Contractor for any amount for supplies or services not accepted, and the Contractor 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 CONTRACTOR PAYMENT POLICY & PROCEDURES PAYMENT

Contractor(s) shall submit invoices, by the last day of the month, to Oakland Schools, 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 Contractor 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

Contractors 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 Contractor; 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 Contractor is contractual. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Contractor shall at all

times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

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

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 OAKLAND SCHOOLS' BUILDINGS, EQUIPMENT, AND VEGETATION

If the Contractor's failure to use reasonable care causes damage to any of the District's property, the Contractor shall replace or repair the damage at no expense to the District as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

15. PROTECTION OF WORK & PROPERTY

The bidder shall take necessary precautions for the safety of employees performing the work, and shall comply with all applicable provisions 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.

16. NONDISCRIMINATION

The Contractor 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 subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability. Failure on the part of the Contractor 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.

17. GUARANTEES BY THE CONTRACTOR

The Contractor 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.

18. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL CONTRACTOR(S)

Contractor 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 contractors, 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 Contractor 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.

19. 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.

20. OSHA/MIOSHA

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

21. ASBESTOS

No materials/products containing asbestos shall be used or installed. The Contractor shall supply upon completion of the work and before final payment, a signed letter stating that no asbestos containing materials/products were used for the project. In the event that asbestos is discovered by the Successful Bidder during the scope of work, then all work shall cease immediately and Oakland Schools' consultant shall be notified.

22. LEAD-CONTAINING MATERIALS

The intent of this section is to formally notify all Contractors and Sub-Contractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this District, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The Owner has not conducted lead-based paint inspections. As a result, all Contractors and Sub-Contractors bidding shall assume that building components do contain lead-based paint.

Furthermore, all awarded Contractors and Sub-Contractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or Sub-Contractor.

23. ELECTRICAL POWER TOOL AND EQUIPMENT

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

24. OAKLAND SCHOOLS RIGHT TO COMPLETE

In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Oakland Schools may perform or hire another contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments. In addition, Oakland Schools reserves the right to "contract out" for failed services and charge the Contractor for the services rendered.

25. ASSIGNMENT OF CONTRACT

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

26. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i)

negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor; or (iii) any breach of any representation or warranty by Contractor under this Contract. Oakland Schools agrees to notify Contractor 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.

27. INTELLECTUAL PROPERTY INDEMNIFICATION

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

28. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW

It is the Contractor's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law. All cleaning material containers shall be properly labeled. The Contractor 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.

29. PRODUCT ACCEPTANCE

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

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

30. 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.

31. 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.

32. MICHIGAN SCHOOL SAFETY LEGISLATION

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and subcontractors of any degree, shall present themselves for fingerprinting upon execution of this Agreement so that Oakland Schools is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. The Contractor shall pay the cost of each criminal check performed related to this Agreement. Neither the Contractor nor subcontractor thereof of any degree shall assign any individual, and Oakland Schools shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of Oakland Schools each specifically approve of the work assignment in writing.

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

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

33. CONTRACTOR EMPLOYEE PLACEMENT

If the contract is determined to be subject to Michigan School Safety Legislation (see #27 above), the Contractor shall supply the Contracting Officer a list of all individuals assigned to each building and their assigned areas of responsibility and this list shall be updated as individuals are hired or terminated.

34. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the District and the Contractor, 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.

35. 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.

36. 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.

37. OFFICIAL DOCUMENTS

The Authorized Version of the bid document shall be that document appearing on <https://www.BidNetDirect.com>, with amendments and updates. Oakland Schools officially distributes bid documents through <https://www.BidNetDirect.com>. Copies of documents obtained from any other source are not considered official copies. Only those vendors who obtain documents from the <https://www.BidNetDirect.com> system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than <https://www.BidNetDirect.com>, it is recommended that you register on the <https://www.BidNetDirect.com> site, and obtain an official copy and any addenda.

SECTION IV: SPECIAL TERMS & CONDITIONS

1. CONTRACT TERM

The anticipated term of the contract(s) for each Trade category, if contracts ensue, is for three (3) years beginning on July 1, 2018 through June 30, 2021, with options to renew for an additional two (2) years in one (1) year increments. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement. We are also asking for maximum price escalators for the additional two (2), one (1) year possible extensions. Price increases will be agreed upon by both parties, upon thirty (30) days written notification to the Oakland Schools Procurement and Contracting Manager.

a. CONTRACT EXTENSION OPTION

The District may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the District gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the District to an extension.

b. If the District exercises this option, the extended contract shall be considered to include this option clause.

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years).

2. WARRANTY

Bidder shall provide written warranty that includes a minimum of one (1) years for equipment, parts and labor.

3. CONTRACT PRICING EXTENSION TO OTHER SCHOOL DISTRICTS

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

4. 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.

b. Performance Bond, if applicable.

c. Labor & Material Bond, if applicable.

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 Contractor.

5. STORM WATER PERMIT

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

SECTION V: SPECIFICATIONS

1. OVERVIEW

Through this Invitation For Bid (the “IFB”), Oakland Schools is seeking hourly rates for Trades to repair Food Service Kitchen Equipment, and pricing of mark-up percentages for parts and materials for the repair(s). The public school districts in Oakland County are able to contract with the awarded vendor(s) in each Trade category at the awarded hourly rates and mark-up pricing. Oakland Schools’ Evaluation Committee will select the Bid(s) that it deems to be the lowest responsive, responsible bid in the best interest of the district and Oakland County public school districts, in its sole discretion.

The Pricing Form lists the fields of Trade Expertise pertinent to the Hourly Trade wage prices and parts/materials mark-up percentage that Oakland Schools is seeking. Bidder shall list each Job Title on the Pricing Form that may pertain to their field of expertise for Food Service Equipment repair, and the associated hourly wages for each. Additional fields for service fees and mark-up percentages shall also be completed. The Bidder’s pricing shall only be included on the Pricing Form. In addition to the completed Pricing Form, a PDF document of the completed Pricing Form shall also be included with the Bid Documents as part of the Bidder’s response per Section VI: Submittals.

SECTION VI: SUBMITTALS

1. **BID SUBMITTALS:**

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

- A. Section VII: Pricing Form spreadsheet and a PDF of the same completed Pricing Form
- B. Section VIII: Exception to Specifications Form
- C. Section IX: Notarized Bid Disclosure Statement – Familial Relationship Form
- D. Section X: Contractor Information Form
- E. Section XI: Iran Economic Sanctions
- F. Section XII: Bidder’s Certification
- G. Completed W-9 Form

SECTION VII: PRICING FORM

1. PRICING FORM:

Bidder shall only submit pricing on the Pricing Form spreadsheet supplied separately with the IFB documents on <https://bidnetdirect.com>. Pricing shall include all shipping and delivery costs. Product information and/or specification sheets shall be submitted with your bid if applicable. Bidder shall also include a PDF of the completed Price Form with submittals per Section VI: Submittals.

SECTION VIII: EXCEPTION TO SPECIFICATIONS FORM

Offeror shall enter all exceptions to the specifications in this section to be considered by Oakland Schools. Oakland Schools has sole determination of accepting exceptions entered 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: CONTRACTOR 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. Summarize the services that your company provides: _____

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:
2017 _____ 2016 _____ 2015 _____ 2014 _____

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 _____

I. Payment Terms: _____ OR _____ % Discount offered if paid within _____ days

Supplier Authorization

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

Signature of Contractor Legal Name of the Firm

Print Name & Title Date

SECTION XI: IRAN ECONOMIC SANCTIONS CERTIFICATION

**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 XII: CONTRACTOR CERTIFICATION

IFB #18.0023

Contractor hereby certifies the following by checking yes or no by each item. Yes No

1. The Contractor certifies they have read and examined all aspects of the IFB documents, including all Addenda, and will provide as described herein for the prices set forth in this Bid. □ □
2. The Contractor has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Bid offer. □ □
3. The Contractor 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. □ □
4. The Contractor certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided. □ □
5. Execution of this contract constitutes a representation by the Contractor that to the best of the Contractor’s knowledge no conflict of interest exists between the Oakland Schools representatives and the Contractor, or its employees and agents. □ □
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 Contractor certifies that it has not divulged, discussed, or compared its Bid with another Contractor, and has not colluded with any other Contractor or parties to a Bid whatsoever. □ □
7. The Contractor certifies they are not currently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal Departments or agency. □ □
8. The Contractor certifies they have read and understand the Equal Opportunity policy statement. □ □
9. The Contractor certifies that they are eligible to submit a Bid based on the Iran Economic Sanctions Act (P.A. 517 or 2012). □ □

The Contractor certifies they have read Section III, Official Document of the Invitation For Bid, and their bid submission contained herein was obtained directly from the BidNetDirect.com website, <https://www.BidNetDirect.com>, and is an official copy of the authorized version. The Contractor 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 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 Contractor where no other agreements, oral or otherwise, regarding this agreement, shall bind any of the parties hereto.

Name (Print) Title Signature Date

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

This bid for contracting services, supplies, materials, or equipment is hereby selected and has been approved by the Board of Education at date indicated below. As an awarded vendor, your firm is bound to sell the services, supplies, materials, or equipment as set forth in the contract documents. The parties intend this award to constitute the final and complete agreement between Oakland Schools and the Contractor, 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: _____