



## **Invitation for Bid**

### **Pool Chemical, Supplies, and Repair**

**IFB #24.0021**

**Issue Date: June 4, 2024**  
**Bid Due Date: June 18, 2024**  
**Contracting Officer: Stacie Payton**



**INVITATION FOR BID**

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**SECTION I: INVITATION FOR BID (IFB) PURPOSE AND SCHEDULE**

1. PURPOSE:

Oakland Schools is requesting bids for Pool Chemicals, Supplies, and Repairs.

2. BACKGROUND INFORMATION:

Created by the Legislature in 1962, Oakland Schools is one of Michigan’s 56 educational service agencies that save money and resources for K-12 districts by:

- providing consolidated support and services
- training teachers in the latest research-based methods
- piloting innovative programs
- coordinating early childhood, special education and vocational services across the regions.

Oakland Schools is an autonomous, tax-supported public school district governed by Michigan General School Laws.

The mission of Michigan’s educational service agencies (ISDs, RESAs and RESDs) is to provide visionary leadership and quality services to strengthen teaching and learning for all citizens.

Oakland Schools operates four AdvancED accredited regional technical campuses which provide practical career technical education to high school students from Oakland County’s 28 public school districts, public academies, private learning institutions and home schools. Oakland Schools Technical campuses offer eighteen (18) programs developed around broad occupational areas. Campuses are located in Clarkston, Pontiac, Royal Oak, and Wixom.

In addition, Oakland Schools provides a full suite of software and service alternatives in support of student information management, human resource management, financial systems management, academic systems support, technology planning and implementation, network and telecommunication services, technical support for the Oakland Network for Education (ONE) fiber network, as well as, desktop support and a comprehensive professional development program.

3. IFB SCHEDULE:

June 4, 2024	Issue Date
June 11, 2024	Questions submitted by 4:00 pm
June 13, 2024	Question responses posted to <b>BIDNET</b>
June 18, 2024	<b>Bids due date by 2:00pm</b>
July 1, 2024	Contract start 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 Pool Chemicals, Supplies, and Repairs in accordance with the attached specifications. All bids shall be received no later than June 18, 2024, by 2:00pm local time as established by the U.S. Atomic Digital clock (<http://nist.time.gov>). Electronic submission of bids or bids received after the due date specified above will not be accepted. 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. Bids submitted late or via oral, electronic mail or by facsimile will NOT be accepted. All late bids will be rejected and destroyed after ten (10) days, unless otherwise notified to return to the Bidder, at the Bidder's expense.

The Bidder shall utilize bid forms as supplied in the IFB document. Pricing shall only be provided on the pricing form or in the specific format.

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

Each bidder shall deliver bids in writing. Each bidder shall include one (1) hard copy original proposal and one (1) USB flash drive of the proposal delivered via: a) hand delivered; b) registered or certified mail; or c) a nationally recognized overnight air courier.

**Bids shall be clearly labeled using the mailing label provided in Section XIV of this IFB.**

### 2. BUILDING CLOSURE

In the event Oakland Schools Administration 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 building is open.

### 3. BIDDER QUESTIONS

Any and all clarification questions pertaining to this IFB shall be submitted in writing through email to [purchasing@oakland.k12.mi.us](mailto:purchasing@oakland.k12.mi.us) by timeline schedule in Section I. Questions will be answered and posted as an addendum on **BIDNET** ([www.BidNetDirect.com](http://www.BidNetDirect.com)). It is the Bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation prior to submitting their bid. Oakland Schools will not be bound by oral responses to inquires or written responses other than written addenda. Bidders are required to acknowledge all addenda in their bid, which they have received. The failure to receive or acknowledge receipt of any addenda may result in rejection of a bid as being non-responsive.

### 4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

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

### 5. EXCEPTIONS

Bids shall meet or exceed all specifications. Any and all deviations from specifications or from terms and conditions shall be clearly detailed on **Section VIII, Exception to Specification Form**; otherwise, it will be considered that items or services offered are in strict compliance with the specifications.

### 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 180 (one hundred eighty) days beyond the bid opening. The awarded Contractor shall honor the bid pricing for a period of 180 (one hundred eighty) days.



7. **BIDDER COSTS**  
Oakland Schools assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of the contract and/or purchase order.
8. **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 informality therein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder at the sole discretion of Oakland Schools.
9. **GIFTS, GRATUITIES OR KICKBACKS**  
Acceptance and the offering of gifts, gratuities or kickbacks from Bidders to Oakland Schools' employees and their family members or the members of the Board of Education are strictly prohibited.
10. **SOLE BIDDER**  
If only one bid is received in response to the IFB a cost/price analysis and evaluation and/or audit shall be performed on the bid in order to determine if the price is fair and reasonable, including, but not limited to, the evaluation of specific costs and profits.
11. **BIDDER INTERVIEWS AND DEMONSTRATIONS**  
Oakland Schools may at their sole discretion request additional information or elect to conduct interviews, demonstrations, and site visits with selected Bidders under active consideration. Oakland Schools is not obligated to provide all Bidders with such an opportunity.
12. **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.
13. **OPEN PROCUREMENT**  
Oakland Schools reserves the right to accept any item or group of items. Oakland Schools reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder's response and will discuss such decisions with all parties involved. Oakland Schools reserves the right to negotiate with Bidders, which may be in the best interest of Oakland Schools.  
  
In the event that the Bidder markets materials, products, and/or services that 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 Bidder shall provide Oakland Schools with timely notice of the availability of such newer materials, products, and/or services.
14. **SERVICE OF DISPUTES AND PROTEST**  
Disputes or protests may be served by an actual or prospective Bidder or Contractor who may be aggrieved in connection with this solicitation or award of any contract resulting from this solicitation to the Contracting Officer. Bidders are encouraged to resolve disputes informally before filing a protest. Any protest shall be submitted in writing within seven (7) business days after such Bidder or Contractor learned or should have learned of an adverse decision.



### **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. TERMINATION RIGHTS**

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

#### **4. OAKLAND SCHOOLS CONTRACTOR PAYMENT POLICY & PROCEDURES**

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

All amounts paid to Contractor under this Contract will be reported to the Internal Revenue Service as required by law and Oakland Schools will timely issue a Form 1099 to the Contractor. With the exception of those detailed in the terms and conditions of this Contract, each of the parties shall pay its respective counsel fees, accounting fees, and other costs and expenses incurred in connection with the performance of this Contract.

#### **5. EXPENSES**

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

#### **6. 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.



7. 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.

8. 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.

9. IMMUNITIES

This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the 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.

10. NONDISCRIMINATION

In accordance with state and federal law, Oakland Schools does not discriminate, nor permit discrimination, on the basis of race, color, national origin, ethnicity, religion, sex, pregnancy or parental status, gender identity, gender expression, sexual orientation, disability, age, height, weight, marital status, military service, veteran status, genetic information, or any other legally protected status, in its educational programs and activities, employment, or enrollment. The District also provides equal access to the Boy Scouts and other designated youth groups.

For questions or complaints regarding unlawful discrimination or harassment, employees should contact the Assistant Superintendent of Human Resources, Personnel Management and Labor Relations at (248) 209-2429 or [HR@oakland.k12.mi.us](mailto:HR@oakland.k12.mi.us). Students and others should contact the Civil Rights/Title IX Coordinator at (248) 209-2590 or [Jacqueline.Zablocki@oakland.k12.mi.us](mailto:Jacqueline.Zablocki@oakland.k12.mi.us)

11. 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.

12. 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.

### 13. COMPLIANCE

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

### 14. 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.

### 15. OAKLAND SCHOOLS RIGHT TO COMPLETE

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

### 16. ASSIGNMENT AND SUBCONTRACTING

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

### 17. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

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

### 18. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Oakland Schools with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Oakland Schools arising from any claims of





violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Oakland Schools' use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this Contract; provided that Contractor is notified in writing within thirty (30) days from the date the District knew of such claim. Oakland Schools retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Oakland Schools in defending itself against such claims.

19. 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.

20. CONFLICT OF INTEREST

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

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

21. 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 Invitation 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 Invitation for Bid shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all Invitation 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.

## 22. NOTICES

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

## 23. ENTIRE AGREEMENT

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

## 24. NON-WAIVER

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

## 25. REPORTING-DOCUMENTATION

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

## 26. OFFICIAL DOCUMENTS

The official version of the IFB document shall be that document appearing on BIDNET at [www.BidNetDirect.com](http://www.BidNetDirect.com) with amendments and updates. Oakland Schools officially distributes IFB documents through BIDNET. Copies of documents obtained from any other source are not considered official copies. Only those Bidders who obtain documents from the BIDNET system are guaranteed access to addendum information, if such information is issued. If Bidder obtained this document from a source other than BIDNET, it is recommended that Bidders register on the BIDNET site, [www.BidNetDirect.com](http://www.BidNetDirect.com) and obtain an official copy and any addenda.

## 27. AVAILABILITY OF FUNDS

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

## 28. CONTRACTOR EMPLOYEE PLACEMENT

If the contract is determined to be subject to Michigan School Safety Legislation (see Special Terms & Conditions), 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.

## 29. 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.

30. OSHA/MIOSHA

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

31. 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.



## **SECTION IV: SPECIAL TERMS & CONDITIONS**

### **1. CONTRACT TERM**

The anticipated term of the contract, if one ensues, is for one (1) year July 1, 2024 – June 30, 2025. We are also asking for maximum price escalators for an additional two (2), One (1) year possible extension. Year two (2) would start July 1, 2025 – June 30, 2026, and year three (3) would start July 1, 2026 – June 30, 2027. All price increases must be justified with documentation from manufacturers.

### **2. TOBACCO-ALCOHOL ON SCHOOL PREMISES**

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

### **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 or any other mutually agreed upon county in Michigan for the term of the Contract.

### **4. CONTRACTOR'S BILLING RATES**

Contractor's billing rates (hourly and/or daily rates) shall also include all additional expenses required to perform the services described in their IFB response (i.e.travel expense, meals, fingerprinting fees).

### **5. ELECTRICAL POWER TOOL AND EQUIPMENT**

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

### **6. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW**

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

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

### **7. 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 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 Contractor 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.

### **8. PROTECTION OF OAKLAND SCHOOLS' BUILDINGS, EQUIPMENT, AND VEGETATION**

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

### **9. MICHIGAN SCHOOL SAFETY LEGISLATION**



The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and sub-contractors of any degree, must present themselves for fingerprinting upon execution of this Agreement so that Oakland Schools is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. The Contractor shall pay the cost of each criminal check performed related to this Agreement. Neither the Contractor nor sub-contractor 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 sub-contractors thereof of any degree, that have been charged with any of the referenced crimes referenced in 2006 PA 680, shall immediately report that circumstance to Oakland Schools superintendent and shall not be permitted to work in any of the District schools or schools of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Oakland Schools reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Oakland School's judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a sub-contractor 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, sub-contractors, 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 sub-contractors 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.

**This contract is NOT subject to the School Safety requirements**

If, however, the contract becomes subject to the School Safety requirements, as such, Contractor is required to:

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

NOTE: Fingerprinting can be conducted at Oakland Schools' Production Printing & Graphics (PPG) for a fee. PPG conducts fingerprinting by appointment only; to register, go to [www.osfingerprint.com](http://www.osfingerprint.com). Payment may be made via credit card when registering online or by money order at time of appointment.



10. VOLUNTARY ALTERNATES

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

11. REBATES AND DISCOUNTS

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

12. 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.

13. WAIVER OF LIEN

Waiver of lien for major materials suppliers shall accompany each payment request after the first payment request to conform and acknowledge disbursement of the payments. Waivers of lien shall be properly completed and shall list the cumulative amounts of payments received by the date of the waiver. All bids will be itemized. No additional payments will be issued without the properly completed waivers of lien.

14. ADDITIONAL WORK

The Base Bid includes all overtime charges, if required, to complete the specified project work. It is understood that, if additional work is required and approved by the Owner's representative, the Contractor will provide a detailed, actual cost breakdown for quantities of material and required labor, (hours and rates) to complete the work. The additional work shall be based on the hourly rates stated in the bid.

15. 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.

16. 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.

17. 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.



**SECTION V: SPECIFICATIONS**

**1. OVERVIEW**

Oakland Schools is requesting bids for Pool Chemicals, Supplies, and Repairs.

**2. IFB REQUIREMENTS**

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

<b>A: Pricing for pool chemicals and supplies</b>

<b>B: Pool Labor/Repair/ Maintenance hourly rates</b>

**3. EVALUATION CRITERIA**

Oakland Schools will award to the most responsive and responsible vendor who best meets the following criteria:

- a. Conformance of proposed to meet specifications.
- b. Overall qualifications of Bidder.
- c. Capacity to perform.
- d. Overall understanding of and responsiveness to the requirements.
- e. Cost
- f. Other pertinent information that Oakland Schools determines to be necessary for evaluation.





## **SECTION VI: BIDDER QUESTIONS & SUBMITTALS**

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

**1. Executive Summary:**

- A. 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.

**2. Company Questions:**

- A. How long has your organization provided these services?
- B. Describe the financial soundness of your organization. Include any reports (audited financials, bank letters, Dun & Bradstreet reports, etc.) that demonstrate your firm's strength.
- C. Identify any litigation your firm is currently involved in or has settled/resolved over the last year.

**3. 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 and a PDF of completed Pricing Form
- C. Section VIII: Exception to Specifications Form
- D. Section IX: Notarized Bid Disclosure Statement – Familial Relationship Form
- E. Section X: Contractor Information Form
- F. Section XI: Iran Economic Sanctions
- G. Section XII: Bidder's Certification
- H. Section XII: Certification Regarding Lobbying, Certification for Contracts, Grant, Loans, and Cooperative Contracts
- I. 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.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Legal Name of the Firm



**SECTION VIII: EXCEPTION TO SPECIFICATIONS FORM**

Bidder shall list all exceptions to the specifications in this section to be considered by Oakland Schools. Oakland Schools has sole determination of rejection or acceptance of any exceptions to the specifications.



**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: **Mr. George Ehlert, Mr. Steve Gottlieb, Mr. Marc Katz, Dr. Theresa Rich, and Mr. Connie Williams**, and the Oakland Schools' Superintendent **Dr. 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  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Bidder Representative

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

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

\_\_\_\_\_ County, Michigan

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Acting in the County of: \_\_\_\_\_



**SECTION X: BIDDER INFORMATION FORM**

The Bidder is required to respond to the questions where specified. If necessary, additional documentation can be attached to this form. Responses should be concise and stand on their own.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email for award notice: \_\_\_\_\_

Firm Established \_\_\_\_\_ Years in Business as said Company: \_\_\_\_\_

Taxpayer I.D. # \_\_\_\_\_ DUNS Number(s) and respective addresses: (List all that will work with Oakland Schools)

\_\_\_\_\_

2. If applicable provide former company names: \_\_\_\_\_

3. Largest single contract this company has held \$ \_\_\_\_\_ With whom? \_\_\_\_\_

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

2023 \_\_\_\_\_ 2022 \_\_\_\_\_ 2021 \_\_\_\_\_ 2020 \_\_\_\_\_

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

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

6. Acknowledgement of addenda #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

Date    Initials    Date    Initials    Date    Initials

7. 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.

Company 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.

\_\_\_\_\_  
Legal Name of the Firm

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

\_\_\_\_\_  
Print Name & Title



**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 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: CERTIFICATION FORM**

**IFB 24.0021 Pool Chemical, Supplies, and Repairs**

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

- |  | <u>Yes</u>               | <u>No</u>                |
|--|--------------------------|--------------------------|
| 1. The Bidder 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.   | <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 Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The Bidder certifies they have read and understand the Equal Opportunity policy statement.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. 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 they have read Section III, Official Document of the IFB and their bid submission contained herein were obtained directly from **BIDNET** ([www.BidNetDirect.com](http://www.BidNetDirect.com)) and is the official version. The Bidder certifies the information they have provided is correct and agrees to provide the scope of work in this IFB, including all terms and conditions, special provisions, specifications, addenda 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 _____
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**ACCEPTANCE OF BID: (To be completed by the Contracting Officer AFTER Board approval)**

This bid for said services and/or solution is hereby selected and has been approved by the Board of Education on date indicated below. As an awarded Contractor, your firm is bound to provide the 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 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 _____
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Board of Education Approval: \_\_\_\_\_ Purchase Order (PO) No: \_\_\_\_\_







**SECTION XIV: MAILING LABEL**

**Notice: If shipping by United States Postal Service allow two extra days for Oakland Schools' internal mail delivery process.**

Fill in your company information below. Please cut below dotted line and affix to mailing envelope or package.

---

<b>S E A L E D</b>	<b>FROM</b> Company Name: Contact Person: Phone Number: Email:
	Solicitation Title: Pool Chemical, Supplies, and Repairs  Solicitation Number: IFB 24.0021  Due Date: June 18, 2024 Due Time (E.S.T.): 2:00pm
	OPC Initials SP
<b>DELIVER TO</b>	<b>OAKLAND SCHOOLS OFFICE OF PROCUREMENT AND CONTRACTING C/O FRONT DESK RECEPTIONIST 2111 PONTIAC LAKE ROAD WATERFORD, MI 48328</b>

**Affix this mailing label to the exterior of the bid package.**