

INVITATION FOR BID

**2019/2020 Pool Chemicals, Supplies and Repairs
IFB #19.0003**



Issue Date: March 27, 2019

Proposal Due Date: Wednesday, April 17, 2019, 2:00 P.M., local time

Buyer: Angela Gomez

OAKLAND COUNTY SCHOOL PURCHASING OFFICIALS
2019/2020 OCSP0 Pool Chemicals, Supplies and Repairs
IFB #19.0003

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SECTION I: OAKLAND COUNTY SCHOOL PURCHASING OFFICIALS PROGRAM OVERVIEW

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

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

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

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

Avondale (9)	Farmington (27)	Southfield (19)
Berkley (11)	Hillel Day School (1)	South Lyon (15)
Birmingham (16)	Huron Valley (18)	St. Matthew Lutheran Church & School (1)
Bloomfield Hills (19)	Lamphere (9)	St. Paul Lutheran (1)
Brandon (10)	Madison (6)	Walled Lake (23)
Brother Rice (1)	Novi (10)	Waterford (22)
Chippewa Valley – Macomb County (24)	Oak Park (7)	West Bloomfield (14)
Clawson (5)	Oakland Christian (1)	Whitmore Lake – (4)
Clarkston (14)	Oakland Schools (7)	Washtenaw/Livingston County (3)
Cranbrook (1)	Pontiac (10)	
Detroit Country Day (4)	Rochester (23)	
	Royal Oak (8)	

SECTION II: INSTRUCTIONS TO BIDDERS

1. BIDS

Oakland Schools is accepting firm, sealed Bids, on behalf of the Oakland County School Purchasing Officials (the "OCSP0") for Pool Chemicals, Supplies and Repairs in accordance with the attached specifications. All required Bids, forms, and pricing, shall be submitted electronically on BidNet Direct (<https://www.bidnetdirect.com>) **no later than 2:00 p.m., local time, April 17, 2019 (the "Due Date")**.

OCSP0 will not open, consider, or accept, any late Bids received after the Due Date specified within the IFB. It is the sole responsibility of the Bidder to ensure their Bid pricing is completely entered and forms uploaded on BidNet Direct before the closing date and hour indicated within the IFB. Bidders shall plan ample time to respond to all requirements and input all pricing. OCSP0 is not responsible for any delivery delays. **Bid pricing shall be submitted online via <https://www.bidnetdirect.com>.**

Included in your bid shall be one (1) of each of the following bid forms:

Section V: Specifications - Bid Form (Completed Spreadsheet and PDF of same)

Include both the completed Excel spreadsheet and a PDF of the completed spreadsheet

Section VI: Bidder's Information Form (2 pages)

Section VII: Fixed-Price Contract Terms & Conditions (must be signed)

Section VIII: Bidder's Participation Form (must be signed)

Section IX: Iran Sanction Form (must be signed)

Section X: Exceptions/Alternates Form (must be completed)

Designated bid forms above must be submitted online (print, complete as indicated, sign, scan & upload) by due date and time to: <https://www.bidnetdirect.com>, formerly MITN.

2. CONTRACTUAL AGREEMENTS

The IFB contents and the awarded vendors bid response will become the contractual obligation, if individual Members choose to participate in the award. If the Bidder fails to accept their obligations it could result in cancellation of the award. Bidders are awarded by the OCSP0, but are subject to individual Member issuing purchase orders to the selected Bidder, which shall incorporate by reference the content of this IFB, Bidder's Bid, and final approval of the same.

3. BID CLARIFICATIONS

All clarification questions pertaining to this IFB shall be submitted in writing via <https://www.bidnetdirect.com> **on the Q & A tab**. All questions must be received no later than noon, April 4, 2019.

4. ADDENDA

All questions, answers and IFB changes will be posted to <https://www.bidnetdirect.com> as Addenda. All Addenda will become part of this IFB and the contract with each individual Member. It is the Bidder's responsibility to check the website prior to the Due Date for issued addenda. Failure to acknowledge all addenda may result in rejection of your Bid as being non-responsive.

5. AWARDS

Bids received on or before the Due Date will be opened on the Due Date and results will be posted on <https://www.bidnetdirect.com>.

6. BIDDER COST

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

7. BIDDER COMMUNICATION WITH STAFF

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

8. WITHDRAWAL

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

9. OCSPO RESERVATION OF RIGHTS

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

10. VERBAL REPRESENTATIONS

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

11. EXCEPTIONS

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

12. BID FORMS

Bidder must utilize the Bid forms as supplied in this IFB. Complete sets shall be properly executed and submitted online with the Bid. The contents of this IFB and the Bidder's Bid shall become contractual obligations under the contract between the individual Member and the selected Bidder, if any ensue. The award by OCSPO is subject to individual Members issuing purchase orders and/or contracts to the selected Bidder, which shall incorporate by reference the content of this IFB and the Bidder's Bid, and final approval of the same.

13. GUARANTEE

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

14. RELEASE OF CLAIMS

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

15. VOLUNTARY ALTERNATES

Bids are requested in accordance with the detailed specifications of this IFB; pricing for Brand Specified items must be included in the Bid. Voluntary alternates to IFB specified Brands, which in the Bidder’s judgment will result in a better or equally satisfactory product at a lower cost, are allowed. Such proposed alternates are to be provided on the Section X: Exception/Proposed Alternate Form for that item(s). Samples and complete written specifications or detailed product information MUST be provided, in order for consideration of the proposed alternates.

16. BRANDS

Whenever any supplies, material or equipment are specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words “or acceptable equal,” whether or not such words appear. The Bidder may offer supplies, material or equipment with equal or better qualities and performance in substitution for those specified which it considers would be in the Members’ interest to accept. Bids are invited for approved equivalent items that are equal in quality and meet the detailed requirements outlined in the specifications of this IFB. Any such offers shall be indicated as an Alternate on the Section X: Specifications - Bid Form for consideration with the submission of the Bid, and the Bidder shall include a sample and a written specification or detailed product information in order for that particular product to be considered by the OCSPO.

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

17. SAMPLES

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

Oakland Schools
Front Receptionist Desk
OCSPO Pool Chemicals, Supplies and Repairs IFB #19.0003
2111 Pontiac Lake Road
Waterford, MI 48328

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

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

18. PRICE MATCH

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

19. BUILDING CLOSURE

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

20. COLLUSION

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

SECTION III: GENERAL TERMS & CONDITIONS

1. TAX EXEMPT

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

2. REQUIREMENTS FOR SIGNING BIDS

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

3. UNIT OF MEASURE

Items shall be bid by offering a price based on the standard unit of measure listed in the specifications. In the event that the item’s unit of measure in the specifications is different from the standard package offered by the bidder, the Bidder shall provide a computed equivalent price for the item on the Specifications – Bid Form, and include the item as a proposed Alternate on the Section X: Exception/Proposed Alternate Form, documenting the proposed packaging configuration, and breaking out the pricing to correspond to the unit of measure in the specifications. For example: the specification calls for 24-12 oz. bottles per case, but the bidder sells it in a 20-12 oz. bottle case; on the Exception/Proposed Alternate Form, the bidder would indicate for that IFB item number: a) the price per case (as sold), b) “20/12 oz. bottles” as the proposed unit of measure, and c) show the computation of the Equivalent Price cost per case if Bidder sold the item as specified for the 24-12 oz.

4. PRICES

Bidder shall bid new (not used or refurbished) items only. Prices submitted, shall be held firm through the duration of the contract, as indicated in Section IV: Special Provisions & Bid Schedule, Number 11. Pricing: Bidders will be held responsible for their Bid price(s). Should the contract be renewed/extended for the additional years, pricing will be negotiated with the Bid Chair of the OCSP0 provided that such escalation in price shall not exceed the percentage escalator specified on the Section VII: Fixed-Price Contract Terms & Conditions. All price increases must be justified with documentation from manufacturers. The OCSP0 is not responsible for any unexpected or unusual cost increases.

5. SHIPPING COSTS

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

6. DELIVERY

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

7. MINIMUM ORDERS

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

8. AWARD

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

9. PAYMENT PROCEDURES

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

10. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW

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

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

11. POST-BID INTERVIEWS

The OCSP0 Evaluation Committee may select the Bidder(s) deemed to be the lowest responsible Bidder in the best interests of the Members. The OCSP0 Evaluation Committee, in its sole discretion, reserves the right to request post-bid interviews with all, some or none of the Bidders solely to clarify any questions the OCSP0 Evaluation Committee may have.

12. AWARD OF VENDOR

Should a Bidder(s) be selected by the OCSP0, the Bidder(s) will be notified in writing that they have been selected for contract for use by the Members via the attached Bidder's Participation Form. The selected Bidder(s) shall hereinafter be referred to as the “Vendor.”

Each Member will issue its own purchase order/contract detailing specific delivery instructions and will make payment for its orders. The Vendor has no obligation to honor OCSP0 pricing for districts that are not Members of the OCSP0. The Vendor acknowledges that the Specifications & Special Provisions along with the General Terms and Conditions of this IFB shall be a part of any contract/purchase order that ensues with a Member.

13. ORDER OF PRECEDENCE

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

14. DISPUTE RESOLUTION

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

- a. The Vendor will have ten (10) business days after receipt of letter to rectify and respond to the violation in writing. The response must include the nature of the violation, how it was resolved, and what steps are being taken to prevent this violation from occurring again. The response must be sent to the attention of the person filing the violation and must include a copy to the OCSP0 Bid Chair and the Manager of the Office of Procurement & Contracting, Oakland Schools.
- b. If the Vendor has not resolved the violation or has repeated a similar past violation, the OCSP0 and individual Member reserves the right to terminate the contract with the Vendor or specifically perform the terms of the contract by giving, in writing, thirty (30) days written notice of intent to do so.

15. CONTRACT TERMINATION

Oakland Schools may terminate this Contract with or without cause upon thirty (30) days prior written notice to the Vendor. For purposes of this Contract, the term "Cause" shall mean: the failure by the Vendor to comply with any of the material terms of this Contract after being given written notice of such failure by Oakland Schools and the failure to cure such condition, and provide a written response to Oakland Schools detailing how it was cured and what steps are being taken to prevent the failure from occurring again, within fourteen (14) days after receipt of such notice. Vendor will be paid only that amount which has been incurred for work completed up to the date of termination. Vendor will not be eligible for any anticipatory profits or fees for future work beyond the termination date of this Contract. All notices should comply with Number 31: Notice of these General Terms & Conditions.

16. EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION

The Vendor hereby agrees to comply with all applicable federal, state and municipal equal opportunity and anti-discrimination guidelines/regulations, and executive orders and covenants that neither the bidder nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or disability in its programs, services, activities or employment. Failure on the part of the Vendor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for OCSP0 to revoke and otherwise terminate the contract and all obligations of OCSP0 and its Members hereunder.

17. MINIMUM WAGE

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

18. FREEDOM OF INFORMATION ACT

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

19. NEWS RELEASES

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

20. SMOKING/ALCOHOL ON SCHOOL PROPERTY

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

21. FINALITY OF DECISION

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

22. QUANTITIES

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

23. GOVERNING LAW

The Contract shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction.

24. GENERAL INDEMNIFICATION

Vendor agrees to indemnify, defend and hold harmless OCSP0, each Member and Oakland Schools, their Boards of Education, in their official and individual capacities, employees, agents, Vendors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Vendor, its officers, directors, employees, successors, assignees, vendors and agents; (ii) any breach of the terms of the contract between the Member and the Vendor; or (iii) any breach of any representation or warranty by Vendor under the contract with Member or this IFB. Oakland Schools, the Members, and the OCSP0, agree to notify Vendor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under any contract with the Vendor.

25. INTELLECTUAL PROPERTY INDEMNIFICATION

Vendor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Vendor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to the OCSP0 with the work product of another proposed to be used by the Vendor. Vendor agrees to indemnify, defend, and hold harmless the OCSP0, its Members, its Members Boards of Education, and Oakland Schools, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against the OCSP0, its Members, or Oakland Schools arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Vendor's or the OCSP0, its Members, or Oakland Schools use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Vendor under this Contract; provided that Vendor is notified in writing within thirty (30) days from the date the District knew of such claim. The Members retain the right to offset against any amounts owed Vendor hereunder or any such monies expended by the Members or Oakland Schools in defending itself against such claims.

26. ASSIGNMENT OF CONTRACT

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

27. REPORTING

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

28. NON APPROPRIATION OF FUNDS

In the event that public funds are unavailable and not appropriated for the performance of the District's obligations under this contract, then this contract shall automatically expire without penalty to the District, thirty days (30) after written notice to the Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as a fiscal measure.

29. COMPLIANCE WITH APPLICABLE LAWS

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

30. RIGHT TO INSPECT AND TEST

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

31. NOTICE

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

32. CONFLICT OF INTEREST

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

33. INSURANCE

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

- a. Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage;
- b. Workers' Compensation including Employer's Liability Coverage of one hundred thousand dollars (\$100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law;

- c. Automobile Liability with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

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

The required coverage as described above shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Requesting Districts”. If such insurance is not in force, Districts may, at its option, terminate and cancel the contract.

SECTION IV: SPECIAL PROVISIONS & BID SCHEDULE

BID CATEGORY: Pool Chemicals, Supplies and Repairs

BID CHAIR: Laura Harrington, Chippewa Valley Schools

CONTRACT PERIOD: July 1, 2019 – June 30, 2020

CONTRACT TYPE: Firm, Fixed Price

SAMPLES REQUIRED: No, for Voluntary Alternates only

OCSP0 PROGRAM REQUIREMENTS:

1. BID INTENT

Through this Invitation For Bid (the “IFB”), the OCSP0 is seeking one or more qualified Bidders to supply Pool Chemicals, Supplies and Repairs at fixed prices for its Members. The anticipated term of the contract, if one ensues, is for one (1) year July 1, 2019 – June 30, 2020. We are also asking for maximum price escalators for an additional two (2), One (1) year possible extensions. Year two (2) would start July 1, 2020 – June 30, 2021 and year three (3) would start July 1, 2021 – June 30, 2022. All price increases must be justified with documentation from manufacturers. The OCSP0 Evaluation Committee will select the Bid(s) that it deems to be the lowest responsive, responsible bid in the best interest of the Members, in its sole discretion.

2. REPRESENTATIVE

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

3. CATALOG

Vendor must create and provide as part of the award, an OCSP0 Custom Order Form (electronic AND paper), to be included with a catalog to be distributed to each participating Member for distribution to the buildings, if requested by Districts. The custom order form shall include item description, price and page number of item in catalog. The custom order will be required to be updated and distributed for the successive years of the contract, if extended.

4. PRODUCT CHANGES

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

5. BACK-ORDERS

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

6. PACKING SLIP

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

7. SCHOOL DELIVERY

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

8. RETURNS

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

9. WARRANTY

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

10. DISCOUNT

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

11. PRICING

Bid prices shall not increase through the term of the contract, however prices may decrease. Should the contract be renewed for the additional years, if applicable, pricing will be negotiated with the Bid Chair of the OCSPO provided that such escalation in price shall not exceed the percentage escalator specified on the Section VII: Fixed-Price Contract Terms & Conditions. All price increases must be justified with documentation from manufacturers.

12. INTERNET ORDERS

It is encouraged that the Vendor(s) offer internet-based ordering for use on a Member-by-Member basis. Internet ordering, if so, shall have the following capabilities: username and password protected, online approval routing, accept purchasing cards for payment at the Member district's choosing Member training and support for an Internet order system shall be provided by Vendor. In the event a Member does not utilize the online internet ordering, Vendor must provide an alternative method (email, etc.) for order placement.

13. REBATES AND INCENTIVES

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

- A. Payment Discount – Offered to Members that pay within a specified period of time, (i.e. 2% 10 net 30).
- B. Volume Incentive Rebate - Based on total cumulative dollars spent by all Members. Vendor will annually distribute rebate dollars to each Member based on the respective annual usage corresponding to contract terms. Rebates will be paid out no later than March 1st of the following year.

14. PURCHASING CARDS

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

15. USAGE REPORTS

Vendor(s) shall provide semi-annual usage reports (in electronic format) for each Member purchasing from Vendor. All reports shall be filed through Oakland Schools' Office of Procurement & Contracting with a copy to the OCSPO Bid Chair and shall be submitted according to the schedule below. Vendor(s) shall supply these reports within two weeks after the close of the period. Vendors shall provide the usage reports for the total OCSPO purchases AND for individual Members. Vendor(s) reports should be available to download into Excel. The following identifies the required reports:

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

16. NON-EXCLUSIVE

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

17. EVALUATION CRITERIA

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

18. BID SCHEDULE

Event	Date
Bid Available:	Wednesday, March 27, 2019
Advertisement Date:	Wednesday, March 27, 2019
Pre-Bid Meeting:	n/a
Bid Clarifications Deadline:	Thursday, April 4, 2019, by noon
Bid Clarification Answers Posted no later than:	Friday, April 5, 2019, by noon
Bids Due:	Wednesday, April 17, 2019 by 2:00 p.m., local time
Samples Due:	By Bid due date
Contract Begins:	July 1, 2019

The OCSP0 reserves the right to modify any part of the above identified Invitation For Bid's Timeline, in its sole discretion.

SECTION V: SPECIFICATIONS – BID FORM

Bid: Pool Chemicals, Supplies and Repairs

Samples Required: No, for Voluntary Alternates only

Bid Chair: Laura Harrington, Chippewa Valley Schools

The Specifications - Bid Form spreadsheet, completed with pricing, Brand names, and Brand item numbers for each IFB item, must be submitted on-line along with all Bid documents as detailed in Section II: Instructions to Bidders, Number 1. Bids, at <https://www.bidnetdirect.com>, by due date and time specified in the IFB. All required bid documents can be downloaded at <https://www.bidnetdirect.com>, including the spreadsheet attachment "Specifications - Bid form". A PDF version of your Specifications - Bid Form spreadsheet must be included with your submission of documents, in addition to the completed spreadsheet, per the instructions to bidders as sited above.

SECTION VI: BIDDER'S INFORMATION FORM



2019-2020 OCSP0 Pool Chemicals,
Supplies and Repairs
IFB #19.0003

Indicate: ___ Individual ___ Corporation, (State incorporated ___) ___ Partnership

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

Firm Name: _____ Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

Address: _____

City: _____ State _____ Zip Code: _____

Company Website: _____

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

1. How long has your firm been in business? _____
2. Annual Gross Sales: 2017 _____ 2016 _____ 2015 _____
3. List your largest three customers in the Detroit Metro area and the annual volume.
 - a. _____ \$ _____
 - b. _____ \$ _____
 - c. _____ \$ _____
4. Special ordering instructions, if any. _____
5. Minimum order requirement, if any. _____
6. Payment Terms: _____ OR ___% Discount offered if paid within ___ days
7. Proposed volume incentive rebate offered based on sales for all paid members of OCSP0:

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

8. a. Does your company offer Internet-based purchasing? _____ Yes _____ No
 b. Does your Internet order system accept purchasing cards? _____ Yes _____ No
 c. Can internet order system limit the users to the awarded/discounted items only? _____ Yes _____ No

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

9. a. Do you accept payment by purchasing card (p-card)? _____ Yes _____ No

If yes, is there an added fee or charge for this service? _____

- b. What discount is offered for using purchasing cards? _____%

10. Do you agree to provide usage reports per the specifications? _____ Yes _____ No

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

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

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

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

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

_____ Regular Service Turn-Around Time

_____ Urgent Turn-Around Time

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

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

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

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

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

17. On a separate sheet provide three current references; including or adding at least three references that are currently using your internet ordering system.



SECTION VII: FIXED-PRICE CONTRACT TERMS & CONDITIONS

2019-2020 OCSPo Pool Chemicals,
Supplies and Repairs
IFB #19.0003

CONTRACT TYPE:

Bid prices submitted are based on the following contract type
(See Section III. General Terms & Conditions, #4 Prices).

___ **Fixed-Price Contract**
Bid prices shall be held firm through June 30, 2020. Increases in price will NOT be allowed or considered for any reason.

OR

___ **Fixed-Price Contract with Economic Price Adjustments**
A fixed-price contract with economic price adjustment provides for upward and downward revision of the stated contract price upon the occurrence of specified contingencies. Awarded bidder agrees to provide necessary documentation to the OCSPo for approval at least two weeks prior to any price changes.

Frequency of price review and adjustment over 12 month term: _____
Factor on which adjustment is based: _____
Aggregate of the increases of any contract unit price shall not exceed: _____ percent
(Maximum 10 percent of the original unit price is allowed under this contract)

CATALOG/NON-CONTRACT ITEM DISCOUNT

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

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

Catalog: _____ % off of Catalog Price

Signature Date Company

Name Title

Phone Fax

Email Website



SECTION VIII: BIDDER'S PARTICIPATION FORM

2019-2020 OCSP0 Pool Chemicals,
Supplies and Repairs
IFB #19.0003

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

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

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

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

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

Company

Typed Name & Title of Authorized Company Agent

Signature of Company Agent _____
Date

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

This Bid for contracting supplies, materials or equipment is hereby selected as the awarded Vendor. As an awarded Vendor, you are now bound to sell the supplies, materials or equipment listed on the attached Bid based upon the IFB, including all terms, conditions, specifications, and addenda as set forth in the Invitation For Bid. The parties intend this award is to constitute the final and complete agreement between the OCSP0 and Vendor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto.

Oakland Schools
OCSP0 Liaison: _____

Bid Chair: _____

Awarded this ____ day of _____, 20__

SECTION IX: IRAN ECONOMIC SANCTIONS ACT

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

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Oakland Schools’ (the “School District”) Invitation For Bid, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned IFB, the Contractor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

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

Name of Company

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date



SECTION X: EXCEPTIONS/ALTERNATES FORM

2019-2020 OCSP0 Pool Chemicals,
Supplies and Repairs
IFB #19.0003

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

Company

Does your Bid include exceptions or alternates to the specifications? ____ Yes ____ No
If Yes, list all exceptions and alternates to the specifications on this form, including the IFB Item Number for each. Additional Exceptions/Alternates sheets are allowed if needed.