

Request for Proposal

Oakland Schools Architect and Engineer-Agent of Record

RFP #25.0010

Issue Date: 10/08/2024

Proposal Due Date: 10/24/2024

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



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SECTION I: REQUEST FOR PROPOSAL (RFP) PURPOSE AND SCHEDULE

1. PURPOSE:

Oakland Schools is requesting proposals for Oakland Schools Architect and Engineer Agent of Record

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.

2. RFP SCHEDULE:

Release RFP
Questions submitted by 4:00 pm
Question responses posted to BIDNET
Proposals due date
Tentative interviews/presentations
Board approval
Contract start date



SECTION II: INSTRUCTIONS TO BIDDERS

1. PROPOSALS

The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting proposals for Oakland Schools Architect and Engineer - Agent of Record in accordance with the attached specifications. All proposals shall be received no later than 2:00 PM, October 24, 2024, local time as established by the U.S. Atomic Digital clock (http://nist.time.gov). It is the sole responsibility of the Bidder to ensure their proposal reaches Oakland Schools on or before the closing date and hour as indicated. Proposals submitted late or via oral, electronic mail or by facsimile will NOT be accepted. All late proposals 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 proposal forms as supplied in the RPF document. Pricing and/or fee shall only be provided on the fee proposal form or in the specific format. The pricing and/or fees shall not be placed within the written proposal. In the event of a public opening, at due date and time, proposals will be opened verifying all required forms have been submitted and only the Bidder's name will be read aloud and recorded.

Proposals postdated will constitute as late. All late proposals 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 proposals 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.

In addition, each Bidder shall provide one (1) copy of the fee proposal in a separate sealed envelope clearly marked Fee Proposal and saved as a separate file on USB flash drive.

Proposals shall be clearly labeled using the label provided in Section XIV of this RFP.

2. BUILDING CLOSURE

In the event Oakland Schools Administration Building is closed due to unforeseen circumstances on the day proposals are due, proposals 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 RFP shall be submitted in writing through email to 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). 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 proposal. 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 proposal, which they have received. Failure to receive or acknowledge receipt of any addenda may result in rejection of a proposal as being non-responsive.

4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

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

5. EXCEPTIONS

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

6. WITHDRAWAL OF PROPOSALS



Any Bidder may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance and pricing shall be honored for a period of 180 (one hundred eighty) days beyond the proposal opening.

7. PROPOSAL 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. PROPOSAL ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept or reject any or all proposals or alternative proposals, 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 proposal is received in response to the RFP, a detailed cost proposal, if requested by Oakland Schools, will be required of the single Bidder. A cost/price analysis and evaluation and/or audit shall be performed on the cost proposal 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 proposal contains false, misleading, or otherwise inaccurate information, the proposal 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 proposed. Oakland Schools reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder's proposal 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 proposal 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. BIDDER DEBRIEFING

The Bidder can request a debriefing conference within five (5) business days after the award board date. The debriefing shall be held within five (5) business days of the request and will be scheduled for a maximum of one hour. Discussion at the debriefing conference will be limited to the following:

- a. Evaluation and scoring of the Bidder's proposal.
- b. Critique of the Bidder's proposal.



c. Review of the Bidder's final score in comparison with other Bidder's final scores without identifying the Bidders.

15. 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 a 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. CONFIDENTIALITY

The information contained in the RFP is intended solely for internal use by the Bidder in its proposal preparation. All information contain herein is proprietary and shall not be distributed to any third party, except as required by law. Further, any information obtained by Contractor, or any reports prepared or supplied



(including information contained therein) to Oakland Schools under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of Oakland Schools.

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

7. FREEDOM OF INFORMATION ACT

The proposals and supporting materials become the property of Oakland Schools and are subject to public access according to the Michigan 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 RFP including specifications, drawings, addenda, Bidder's submitted proposal, purchase order, which all shall be referred to collectively as the Contract Documents. The Bidder shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

9. IMMUNITIES

This Contract shall not be construed to create any right or benefit for any person who is not a party to this Contract. The relationship between the District and the Bidder is that of independent contracting parties. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Bidder shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

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

The Contractor hereby agrees to comply with all applicable federal, state and municipal equal opportunity and nondiscrimination guidelines, regulations and executive orders, and covenants that neither the Contractor nor any of the Contractor's sub-contractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability in its programs, services, activities or employment. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Oakland Schools to revoke and otherwise terminate the Contract and all obligations.

11. GUARANTEES BY THE CONTRACTOR

The Bidder guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery, material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by an Oakland Schools representative; that all materials, products and service offered is standard, new, latest model of regular stock product or as required by the specifications type of equipment or furniture offered; also that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

12. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL BIDDER(S)

Bidder agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the Contract. Oakland Schools must be named as the Certificate Holder. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Oakland Schools.



- a. <u>Commercial General Liability Insurance</u> 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. <u>Professional Liability Insurance (Errors & Omissions)</u> 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. <u>Automobile Liability</u> with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

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

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Office of Procurement & Contracting, Oakland Schools, 2111 Pontiac Lake Road, Waterford, Michigan 48328". If such insurance is not in force, Oakland Schools may, at its option, terminate 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 Oakland Schools 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 proposal. 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 proposal 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 proposal on a RFP for proposal with a "public entity" (Oakland Schools). The Act also requires that a person that submits a proposal in response to an Oakland Schools RFP shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals 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 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 RFP document shall be that document appearing on BIDNET at www.BidNetDirect.com with amendments and updates. Oakland Schools officially distributes RFP 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 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.



SECTION IV: SPECIAL TERMS & CONDITIONS

1. CONTRACT TERM

This is an three (3) year six month (6) year fixed Contract beginning on January 1, 2025 through June 30, 2028 with options to renew for an additional three (3) years in one (1) year increments.

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 proposal 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 RFP response (i.e.travel expense, meals, fingerprinting fees).

5. 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.

6. STORM WATER PERMITS

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

7. 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 subcontractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, 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. Payment may be made via credit card when registering online or by money order at time of appointment.



SECTION V: SPECIFICATIONS

Architectural and Engineering Services are to include but not limited to; effective communication with the District Administration, Districts' Owner's Representative and/or Construction Manager(s), if any Technology Designer(s) and the District's Contractors.

The terms and conditions of Agreement between Owner and Architect shall be substantially based on the American Institute of Architects Standard Form of Agreement B132-2009.

It is assumed that any proposal submitted will include, but shall not necessarily be limited to, the performance of all of the activities and services identified in this section. The District will consider alternate proposals; however, the proposals must clearly indicate any activities that have been deleted and/or added from the requested scope of services. References to the "Architect," "Engineer," "Architect/Engineer," "Designer," or other similar term shall all be intended to refer to the entity submitting a response to this RFP.

1. Design Services

- a. Develop Preliminary Design including, but not limited to, Space Planning, Schematic Design and Design Development specific to the Project.
- b. Complete Final Design including, but not limited to, working drawings, specifications, cost estimates, prospective bidders list, approvals (State and local authorities), technical addenda and clarifications for all the following, as applicable for each particular project:
 - i Landscape/Site Design
 - ii Structural Design
 - iii Architectural Design
 - iv Mechanical Design
 - v Electrical Design
 - vi Civil Design
 - vii Technology Design and Procurement
 - viii Energy Efficiency Design
- c. Attend meetings as required.
- d. Provide copies of meeting minutes for distribution to appropriate staff and Board members.
- e. Review the construction schedule and recommendations for appropriate bidding categories and phases.
- f. Review an occupancy schedule to be implemented upon completion of construction.
- g. Produce and review projected cash flow schedules for all aspects of the Project.
- h. Review commissioning options with District and incorporate appropriate commissioning duties into the plans and specifications.
- i. Provide necessary cost estimates to satisfy statutory requirements and to permit the Architect to perform basic services.

2. Bidding Phase Services

- Complete bid package of all required construction documents and specifications, including reproduction of same.
- b. Develop the necessary advertising for bid document distribution.
- c. Assist District with creating all possible Contractor interest in bidding and performing this work.
- d. Prepare and distribute construction documents to bidders.
- e. Participate in pre-bid conferences with all bidders for each division of work.
- f. Assist in evaluating bids in each work category.
- g. Participate in post-bid interviews with apparent low bidders.
- h. Develop award recommendations to District.
- i. Review all trade contracts and associated documents.



j. Advise District as to necessary building permits and other governmental agency approval applications.

3. Construction Phase Services

- a. Provide on-site observation and supervision of construction in satisfaction of the requirements of 1937 PA 306 (if not provided by the Construction Manager) and 1980 PA 299, including supervision and site visits as necessary during the entire construction period.
- b. Continually monitor and update construction, construction draw, and occupancy schedules.
- c. Prepare change order requests and receive District approvals.
- d. Review shop drawings and expedite the review process.
- e. Review payment and cost control procedures, including the following:
 - i Sub-contractors' Schedule of Values
 - ii Sub-contractors' Payment Application and Certification
 - iii Sub-contractors' Sworn Statements and Waivers of Lien, if applicable iv Purchase Order and disbursement Summaries
 - iv Change Order Listings
 - v Budget Cost Summary Reports
- f. Participate in progress meetings and provide progress reports of same.
- g. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories.
- h. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction.
- Provide review and coordinate Project commissioning, including but not limited to mechanical and electrical systems.
- j. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.

4. Post-construction Phase Services

- a. Assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment.
- b. Provide follow-up and call-back services for the duration of the longest warranty period covered by a Contractor on the Project.
- c. Conduct a post-occupancy walk-through appropriately timed to address Project issues prior to expiration of applicable warranties.
- d. Provide review and coordinate Project commissioning, including but not limited to mechanical and electrical systems.
- e. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.



SECTION VI: PROPOSAL DETAILS

١.	BUSINESS ORGANIZATION
	a. Individual Partnership Corporation Joint Venture
	b. If joint venture or partnership, please define risk for all firms.
	c. Years firm has provided K-12 Architectural Services:
	d. List Principals and Officers of the firms.
	e. List the various professional and support staff positions and number of personnel in each position in your firm. Do not include any firms or individuals acting as sub-contractors or consultants.
	f. Provide a brief history of your firm's experience with public school construction.
	g. Describe your firm's instructional technology expertise. If this expertise is not in-house, which firms have you worked with successfully and why?
	h. Describe your firm's expertise with security systems, including cameras, access control, vulnerability assessments, etc. If this expertise is not in-house, which firms have you worked with successfully and why?
	i. Describe the services your firm will provide during and after project closeout, commissioning, punch list process, and following up on claims, guarantees and warranties.
2.	PERSONNEL: Provide an organization chart, including resumes of all key personnel your firm may commit for a project if awarded the contract and the hourly rate for such personnel.
	 a. List professional consultants outside your firm you propose using to provide services not available in your firm; include: i Firm Name ii Location (City/State)
	iii Chaoialte

- iii Specialty
- iv Number of times affiliated with you
- b. What is your firm's present workload? Provide a list of all scheduled school and non-school construction projects and unscheduled construction projects currently being handled by your firm, including an indication of percentage of completion for each project.
- c. Has your firm had litigation, arbitration or a claim filed against or settled with your firm by an educational client or have you filed or settled the same against an educational client? If yes, explain each in detail.
- d. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated an architectural or design contract, for cause or for convenience, prior to completion of a project? If yes, explain each in detail.

3. APPROACH TO ARCHITECTURAL SERVICES

- a. Describe in detail, the process you will follow to develop the drawings and specifications.
- b. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use.



- c. List the steps in your standard change order procedure, your criteria used to determine whether Additional Service fees will be charged and whether additional service fees are charged for change orders, and your fee schedule for change orders.
- d. Explain your philosophy regarding change orders and identify on both a dollar and percentage basis the volume of change orders on each of your last five (5) K-12 school addition/building renovation construction projects. For these projects, indicate the proportion of those changes that were owner-initiated and the identity of the owner.
- e. Describe how your firm stays up to date on construction code and regulatory requirements applicable to school construction.
- f. Describe how your firm will minimize any interruptions to our day-to-day operations during a project.
- g. Discuss the method of on-site observation you will use for our projects, and how you will ensure a sameday response should we need on-site advice.
- h. Describe your philosophy regarding the establishment, use and purpose of contingency funds.
- Identify all categories of anticipated reimbursable expenses the Architect would expect to charge to the District.
- j. Add any additional information about your design approach that you think we need to know.

4. EVALUATION CRITERIA:

Oakland Schools may award a contract to the most responsive Bidder(s) that best meets the following criteria:

- a. Compliance to proposal submission instructions (proper forms, etc.) (10 points)
- b. Overall qualifications of company (25 points)
- c. Experience & qualifications of personnel (20 points)
- d. Past performance (25 points)
- e. Cost (20 points)

5. SUBMITTALS:

In <u>addition</u> to completing the above questions, the following shall be submitted with Bidder's proposal:

- a. Section VIII: Fee Proposal As required per instructions
- b. Section IX: Notarized Familial and Relationship Disclosure Affidavit
- c. Section X: Exception to Specification form
- d. Section XI: Bidder Information form
- e. Section XII: Iran Sanctions form
- f. Section XII: Certification form
- g. Section XIV: Certification Regarding Lobbying, Certification for Contracts, Grants, Loans, and Cooperative Contract form
- h. Completed W-9 form



SECTION VII: PROPOSAL

This is a Three (3) year Six (6) month fixed contract beginning on January 1, 2025 through June 30, 2028 with option to extend three (3) additional years in one-year increments. Pricing proposed as part of the solicitation process shall remain fixed and in effect for the first 3 years of the agreement.

Bidder shall provide pricing in the specific format requested within section VIII – Fee Proposal. Pricing shall not be provided anywhere else within the written Proposal. Section VIII- Fee Proposal shall be submitted in a separate sealed envelope clearly marked Fee Proposal contained with the Proposal submittal.

Because this RFP relates to the provision of services on a yet-to-be-determined project scope, the cost proposal shall be stated as a percentage of construction cost as set forth below. If you believe any other information or clarification may be helpful to the District in determining your cost for services (such as, but not limited to, a varying percentage of cost depending on project size), please include that information in your proposal.

The fee for Basic A/E services shall include all Architectural, Structural, Civil, HVAC, Plumbing, and Electrical engineering services required to prepare complete, coordinated design and construction documentation, and construction administration services. The fee for Basic Services shall include all transportation costs (mileage, travel time & fees), all telecommunications (mobile phones, Internet, Wi-Fi), normal delivery postage, all clerical costs including copying, fax transmissions, computer systems, overtime costs, project photographs for internal A/E use, CADD plotting services and printing of documents for in-house coordination, checking and team meetings.

The Fee for Basic Services shall also include all necessary time to: meet with the district personnel to fully understand the project needs, staff time to visit the sites and reasonably field verify existing conditions, attend Board Meetings when requested, prepare complete and accurate construction drawings and specifications, and provide construction administration services.

Specialty architectural and engineering design services such as; Furniture and Loose Equipment, Food Service Equipment, Acoustical studies, Technology Equipment and Wiring and Security and Access Control systems and hardware are not considered Basic Services and fees shall be submitted along with fees for Basic Services when applicable to the project scope.



SECTION VIII: FEE PROPOSAL

Fee Schedule

Cost of work	Fee

Hourly Billing Rates

Personnel Classification	Hourly Rate



Reimbursable Expenses

The following allowed reimbursable expenses and invoiced at actual cost:

- Expense for fees paid for plan reviews of authorities having jurisdiction.
- Expense of renderings, models or mock-ups, when requested by the owner.
- Expense of LEED Application and processing fees.
- Expense of site surveys, geotechnical studies, mechanical and/or electrical testing surveys.
- Expense of storm water mitigation studies and design.
- Expense of creating detailed documents of existing conditions that are presently not available from the owners archived drawings.
- Detailed energy analysis.

Percent Mark-u	p on Reimbursable	Expenses not listed above	%



SECTION IX: NOTARIZED FAMILIAL DISCLOSURE AFFIDAVIT

Pursuant to MCL 380.1267, a <u>sworn and notarized</u> 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 proposal. Proposals without this disclosure statement will not be accepted. The members of the Oakland Schools Board are: Mr. George Ehlert, Ms. Carol Finkelstein, Mr. Steve Gottlieb, Mr. Marc Katz, and Mr. Connie Williams, and the Oakland Schools Superintendent is Mr. Kenneth Gutman.

Further, the undersigned, the own pursuant to the Familial and Rela Proposals for Oakland Schools Arras provided below, no business or Contractor, or any employee of Coboard member, administrator or administrator or employee of Oa ownership or business relationship child; a person's sibling or sibling parent's spouse, and includes these agrees that if any such relationship with Oakland Schools, Contractor Schools in writing.	ationship Disclosure require chitect and Engineer Agent other relationship exists be contractor who is involved employee of Oakland Schokland Schools, including, and a used herein, "family mag's spouse or child; a persecution of the contractor who is established after submissions."	ement provided in to of Record, hereby restween any owner, or in this procurement cools, or any family but not limited to a sember" means a person's child or child's adoption or marriag sion of the Proposal	he Oakland Schools Request for presents and warrants that, except fficer, director or administrator of and contracting process, and any member of any board member, in employment, service, or other ion's spouse or spouse's sibling or is spouse; or a person's parent or e. Contractor further warrants and or after entering into the Contract	
The following are the familial rela	tionship(s):			
Owner/Employee Name	Related to:	Relati	<u>onship</u>	
1				
2		_		
3				
employee of Contractor who	p that exists between the o is involved in this procu	wner, officer, director rement and contract	or or administrator of Contractor, or eting process, and any board men oard member, administrator, or empl	nber,
			me)	does
hereby Represent and warrant that	the disclosure statements he	erein contained are tr	ue.	
Print Name	Signature of Bidde	r Representative	Title	-
STATE OF MICHIGAN)				
COUNTY OF)	SS			
	before me on the day	of	, 20, by	<u>_</u> .
			_County, Michigan	
Notary Public				
My commission expires:/	Acting in the Coun	ty of:	_	



SECTION X: EXCEPTION TO SPECIFICATION FORM

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

Name of Company
Signature of Authorized Representative
Name of Authorized Representative
Title of Authorized Representative
D. (
Date



SECTION XI: 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.

	Address:	City	y:	St	ate/Zip:_		_
	Phone:V	Vebsite:			_		
	Contact Name:		Contact Ti	tle:			
	Contact Phone:	Email	l for award n	otice:			
	Firm Established	Years in Busines	ss as said Co	mpany:			
	Taxpayer I.D. #Schools)	DUNS Number((s) and respe	ective address	ses: (List	all that will	work with Oaklar
2.	If applicable provide former com	pany names:					
3.	Largest single contract this comp	any has held \$		With who	m?		
4.	Annual gross sales for last four (l) years:					
	20232022	202	21	20	020		
5.	Provide business name, contact services from company in the pas						ed products and/o
	Business	Contact:			Telep	ohone	
	Business						
					Telep	ohone	
	Business	Contact:					
6.	Business Acknowledgement of addenda #				Date	 Initials	
6. 7.		Date Initials e proposal submitte firm prices and terms Company A e proposal submitte	Date and meets or	#3	he specif der are tru he specif	ications, that a are and accurate ications, that a	all conditions note.



SECTION XII: IRAN ECONOMIC SANCTION FORM

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") Request for Proposal, 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 RFP, 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 provide a proposal on a Request for Proposal 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
Signature of Authorized Representative
Name of Authorized Representative
Tid CA-d i- ID
Title of Authorized Representative
Date



SECTION XIII: CERTIFICATION FORM

RFP 25.0010 Oakland Schools Architect and Engineer - Agent of Record Bidder hereby certifies the following by checking yes or no by each item.

	aut nates y corumes are reme wing by choosing yes or no by coor warm	Yes	No	
1.	The Bidder certifies they have read and examined all aspects of the RFP documents, including all addenda and will provide as described herein for the prices set forth in this Proposal.			
2.	. The Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Proposal offer.			
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 RFP, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed.			
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.			
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.			
6.	This Proposal is made without any previous understanding or agreement with any other person, firm or corporation submitting a Proposal 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 Proposal with other Bidders and has not colluded with any other Bidders or parties to a Proposal whatsoever.			
7.	The Bidder certifies they have read and understand the Equal Opportunity policy statement.			
8.	Bidder certifies that they are eligible to submit a Proposal based on the Iran Economic Sanctions Act (P.A. 517 or 2012).			
	The Bidder certifies they have read Section III, Official Document of the RFP and their proposal contained herein were obtained directly from BIDNET (www.BidNetDirect.com) and is the official verifies the information they have provided is correct and agrees to provide the scope of work is including all terms and conditions, special provisions, specifications, addenda and the proposal as these Contract Documents. The parties intend for this to become part of the final and complete between Oakland Schools and the Bidder.	ersion. T n this RF set forth	he FP, in	
	Name (Print) Title Signature Date			
	ACCEPTANCE OF PROPOSAL: (To be completed by the Contracting Officer AFTER Board ap	proval)		
	This proposal for said services and/or solution is hereby selected and has been approved by the Education on date indicated below. As an awarded Contractor, your firm is bound to provide the service solution per Contract documents in its entirety. The parties intend this award to constitute the final an agreement between Oakland Schools and the Contractor, and no other agreements, oral or otherwise the subject matter of this agreement, shall bind any of the parties hereto unless agreed in writing.	ices and dicomple	/or ete	
Na	nme (Print) Title Signature Date			
Вс	oard of Education Approval: Purchase Order (PO) No:			



SECTION XIV: CERTIFICATION REGARDING LOBBYING, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACTS

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE CONTRACTS

The undersi	gned certifies, to the best of his	or her knowledge and belief, that:	
Yes No			
Yes No	undersigned, to any person for agency, a Member of Congres of Congress in connection wit grant, the making of any Fede extension, continuation, renew or cooperative contract.	nds have been paid or will be paid, by or on be r influencing or attempting to influence an of es, an officer or employee of Congress, or an the the awarding of any Federal contract, the natural loan, the entering into of any cooperative wal, amendment, or modification of any Fede	ficer or employee of an employee of a Member naking of any Federal contract, and the ral contract, grant, loan
	for influencing or attempting to Congress, an officer or employ connection with this Federal c	deral appropriated funds have been paid or we to influence an officer or employee of any ag yee of Congress, or an employee of a Member contract, grant, loan, or cooperative contract. Indard Form-LLL, "Disclosure Form to Reports."	ency, a Member of er of Congress in If yes, the undersigned
subawards a		nage of this certification be included in the average of this certification be included in the average and contracts under grants, loan artify and disclose accordingly.	
made or ent transaction	ered into. Submission of this ce imposed by section 1352, title 3	n of fact upon which reliance was placed whertification is a prerequisite for making or ent 1, U.S. Code. Any person who fails to file the than \$10,000 and not more than \$100,000 for	ering into this e required certification
Grantee/Co.	ntractor Organization	Program/Title	
Name of Ce	ertifying Official	Signature	Date



SECTION XV: 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.

.....

FROM			
Company Name:			
Contact Person:			
Phone Number:			
Email:			
S			
п	Oakland Schools Architect and Engineer - Agent		
Solicitation Title:	of Record		
>			Ū.
Solicitation Number:	RFP 25.0010		
П			D
Due Date:	October 24, 2024		
Due Time (E.S.T.):	2:00 PM	OPC Initials	
		AMH	
DELIVER TO	OAKLAND SCHOOLS		
	OFFICE OF PROCUREMENT AND CONTRACTING		
	C/O FRONT DESK RECEPTIONIST		
	2111 PONTIAC LAKE ROAD		
	WATERFORD, MI 48328		

Affix this mailing label to the exterior of the proposal package.