



Request for Proposal

Water, Fire, and Natural Disaster Recovery Services

RFP #16.0014

Issue Date: 03/21/2016

Proposal Due Date: 04/07/2016

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

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REQUEST FOR PROPOSAL

WATER, FIRE, AND NATURAL DISASTER RECOVERY SERVICES

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SECTION I: REQUEST FOR PROPOSAL PURPOSE AND SCHEDULE

1. PURPOSE:

Oakland Schools is requesting proposals for Water, Fire, and Natural Disaster Recovery Services on an as-needed basis. Services shall be offered to all schools within Oakland County.

2. BACKGROUND INFORMATION:

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

3. REQUEST FOR PROPOSAL SCHEDULE:

03/29/2016	Deadline to submit clarifying questions
03/31/2016	Question responses posted to MITN
04/07/2016, 2:00 pm	Proposals due date
04/18/2016, week of June 6, 2016	Tentative interviews/presentations Tentative Board approval



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 Water, Fire, and Natural Disaster Recovery Services in accordance with the attached specifications. All proposals shall be received no later than April 7, 2016, 2:00 pm 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.

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 hand deliver or express mail one (1) original Proposal and two (2) flash drives containing proposal documents sealed envelope. In addition, each Bidder shall provide one (1) copies of the Fee Proposal in a separate sealed envelope clearly marked Fee Proposal; contained within the Bidders sealed Proposal.

Proposals shall be clearly labeled with RFP # 16.0014 and Disaster Recovery Services and list Bidder's name and address. Proposals shall be submitted to the address listed below:

Oakland Schools
Front Desk Receptionist – RFP 16.0014 Water, Fire, and Natural Disaster Recovery Services
2111 Pontiac Lake Road
Waterford, MI 48328

2. BUILDING CLOSURE

In the event the District, and/or district building, is closed due to unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the District and/or Oakland Schools building is open.

3. ADDENDA

Any and all clarification questions pertaining to this RFP shall be submitted in writing through email to purchasing@oakland.k12.mi.us by date provide within RFP. Questions will be answered and posted as an addendum on Michigan Inter-governmental Trade Network (MITN) at <http://MITN.info>. 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. The Failure to receive or acknowledge receipt of any addenda may result in rejection of your proposal as being non-responsive.

4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

Any and all communication with regards 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 herein. Any and all deviations from specifications, terms and conditions shall be clearly detailed on Section IX, Exception to Specification Form; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible thereof.

6. WITHDRAWAL OF 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 FORMS

The Bidder shall utilize proposal forms as supplied in the RPF document. Pricing shall only be provided in the specific format requested. The pricing and/or Fees shall not be placed within your written Proposal, but within a separate sealed envelope marked pricing or fee proposal.



8. 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.

9. 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 informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of the Oakland Schools.

10. 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.

11. SOLE BIDDER | COST ANALYSIS

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 of 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.

12. 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.

13. 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.

14. OPEN PROCUREMENT

Oakland Schools reserves the right to accept any item or group of items proposed in any response. Oakland Schools reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder's response and will discuss such decisions with all parties involved. Oakland Schools reserves the right to negotiate with Bidders, which may be in the best interest of Oakland Schools.

In the event that the Bidder markets materials, products, and/or services that is newer, less expensive, or better suited to the needs of Oakland Schools after the date of the contract pursuant to this 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.

15. NOTIFICATION OF AWARD

Once approved by the Board of Education, Oakland Schools will publish the award on <http://mitn.info>.

16. 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.

17. SERVICE OF PROTEST AND DISPUTES

Protests, in accordance Office of Procurement and Contracting Acquisition Regulation (OPCAR) Part 11, 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. Any protest shall be submitted in



writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto. Download the process at:

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



SECTION III: GENERAL CONTRACTUAL TERMS & CONDITIONS

1. CONTRACTOR STATUS

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

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

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

2. TAXES

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

3. TERMINATION RIGHTS

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

4. OAKLAND SCHOOLS CONTRACTOR PAYMENT POLICY & PROCEDURES

All payments are conditioned upon properly documented proof of performance on an original Contractor invoice submitted by Contractor to Oakland Schools detailing all amounts invoiced for services. Payment will be made no later than thirty (30) days after receipt of said invoice. Invoices shall be submitted to shall Oakland School, Accounts Payable, 2111 Pontiac Lake Rd., Waterford, MI 48328. Invoices shall include the following information: CT 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. Except as otherwise specifically provided herein, each of the parties hereto 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 Request for Proposal 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 Request for Proposal 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 Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the Bidder is 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. TOBACO/ALCOHOL ON SCHOOL PREMISES

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

11. NONDISCRIMINATION

The Bidder 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 Bidder nor any of the Bidder's subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, 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 Bidder to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Oakland Schools to revoke and otherwise terminate the contract and all obligations of the School District there under.

12. GUARANTEES BY THE BIDDER

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

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

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

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



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

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

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Office of Procurement & Contracting, Oakland Schools, 2111 Pontiac Lake Road, Waterford, Michigan 48328. If such insurance is not in force, Oakland Schools may, at its option, terminate and cancel the contract.

14. 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.

15. OAKLAND SCHOOLS RIGHT TO COMPLETE

In the event the Contractor shall 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

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

17. GENERAL INDEMNIFICATION AND HOLD HARMLESS

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

18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

19. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW

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

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



20. PRODUCT ACCEPTANCE

Oakland Schools reserves the right to require a final acceptance test by its own agents or consultants to ensure that each product provided functions as specified in the proposal document. All equipment will remain the property and responsibility of the Bidder(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.

21. 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.

22. 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 & Relationship Disclosure Affidavit, attached hereto as Section VIII** and submit the same with its 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 District, in its sole and absolute discretion, deems a conflict of interest exists under applicable laws, such may be grounds for disqualification.

23. MICHIGAN SCHOOL SAFETY LEGISLATION

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and subcontractors of any degree, 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 subcontractor thereof of any degree shall assign any individual, and Oakland Schools shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of Oakland Schools each specifically approve of the work assignment in writing.

Any personnel of the Contractor or of the subcontractors thereof of any degree that have been charged with any of the referenced crimes referenced in 2006 PA 680 shall immediately report that circumstance to Oakland Schools superintendent and shall not be permitted to work in any of the 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, subcontractors, suppliers and materialmen of any degree.

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

24. IRAN ECONOMIC SANCTIONS ACT

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (Oakland Schools). The Act also requires that a person that submits a proposal in response to an Oakland Schools request for proposal 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 the Oakland Schools determines, using credible information available to the public, that a person or entity has submitted a false certification, Oakland Schools shall provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice shall include information on how to contest the determination. The notice shall also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

25. 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.

26. SEVERABILITY

If any provision of the contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in anyway.

27. ENTIRE AGREEMENT

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

28. NON-WAIVER

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

32. REPORTING | DOCUMENTATION

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



SECTION IV: SPECIAL CONTRACTUAL TERMS & CONDITIONS

1. CONTRACT TERM

This is a three (3) year fixed contract beginning on July 1, 2016 through June 30, 2019 with options to renew for an additional three (3) years in one (1) year increments. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement.

2. CONTRACT 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 for the term of the Contract.

3. 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.

4. ELECTRICAL POWER TOOL AND EQUIPMENT

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

5. SCHOOL SAFETY REQUIREMENTS:

This contract is NOT subject to the School Safety requirements (reference the Michigan School Safety Legislation clause in Section III: General Contractual Terms & Conditions). 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.

6. 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. 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.

15. 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.



SECTION V: SPECIFICATIONS

1. OVERVIEW:

Oakland Schools is seeking a qualified and experienced Disaster Recovery Contractor to perform on an as needed basis services to Oakland Schools and any school within Oakland County in the event of a natural or man-made disaster or emergency.

2. OAKLAND SCHOOLS' BUILDING ADDRESSES:

Building Name	Address
Oakland Schools Administration	2111 Pontiac Lake Road, Waterford, MI 48328
Oakland Technical Campus – Northeast	1371 Perry, Pontiac, MI 48340
Oakland Technical Campus – Northwest	8211 Big Lake Road, Clarkston, MI 48346
Oakland Technical Campus – Southeast	5055 Delemere Avenue, Royal Oak, MI 48073
Oakland Technical Campus – Southwest	1000 Beck Road, Wixom, MI 48393
Oakland Summit Campus	2214 Mall Drive East, Waterford, MI 48328
Michigan Works! JobLink Service Center	1850 N. Perry, Pontiac, MI 48340

3. EVALUATION CRITERIA:

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

1. Compliance to proposal submission instructions (proper forms, etc.) (25 points)
2. Overall qualifications of company (25 points)
3. Experience & qualifications of personnel (20 points)
4. Capacity to perform both personnel and equipment (15 points)
5. Cost (15 points)



SECTION VI: BIDDER QUESTIONS

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

1. Executive Summary:

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

2. Company Questions:

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

3. Personnel:

- A. Project Manager background experience.
- B. Field Worker background and experience.
- C. Explain safety and security training of staff.

4. Operation:

- A. Detail hours of operation.
- B. How calls are handled? (call center or employees)
- C. What is the response time?
- D. Means of communication during a disaster.

5. Equipment:

- A. Detail owned equipment
- B. Detail what equipment you would have to rent

6. Measurements and Reporting Quality:

- A. Written schedules and milestones.
- B. Routine meetings performance and schedule commitments

In addition to completing the above questions, the following shall be submitted with your proposal:

1. Section VI: Bidder Questions
2. Section VII: Fee Proposal – As required per instructions
3. Section VIII: Notarized Familial and Relationship Disclosure Affidavit
4. Section IX: Exception to Specification form
5. Section X: Bidder Information form
6. Section XI: Iran Sanctions form
7. Section XII: Certification Form
8. Completed W-9 form



SECTION VII: PRICING

Provide a price schedule for all elements of the types of services provided. Prices proposed must be firm. Contractor shall be required to submit a proposal for every job bases on the unit pricing, quantity, labor classification and hours per labor classification, material and equipment rental.

Price schedule shall include but not limited to;

1. Fee rates for personnel
2. Water Mitigation
3. Loading and disposal of materials
4. Sanitation
5. Fuel
6. Portable office/classroom space
7. Storage
8. Heavy equipment (including operators)
9. Pumps
10. Support Equipment
11. Power and Lighting
12. HVAC system cleaning
13. Mold remediation

NOTE: PRICING SHALL ONLY BE PROVIDED IN THE SPECIFIC FORMAT REQUIRED AND SHALL NOT BE REFERENCED ANYWHERE ELSE IN THE WRITTEN PROPOSAL.

BIDDER: _____



SECTION VIII: NOTARIZED FAMILIAL and RELATIONSHIP DISCLOSURE AFFIDAVIT

(Return completed and notarized form with proposal)

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of the Oakland Schools Board or the Oakland Schools Superintendent shall be accompanied with the proposal. Proposals without this disclosure statement will not be accepted. The members of the Oakland Schools Board are: **Barbara DeMarco, George Ehlert, Marc Katz, Theresa Rich, and Connie Williams**, and the Oakland Schools' Superintendent is **Wanda Cook-Robinson**.

Further, the undersigned, the owner or authorized officer of _____ (the "Contractor"), pursuant to the Familial and Relationship Disclosure requirement provided in the Oakland Schools (the "School District") Request for Proposals for Water, Fire, and Natural Disaster Recovery Services, hereby represents and warrants that, except as provided below, no business or other relationship exists between any owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and 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 herein, "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. Contractor further warrants and agrees that if any such relationship is established after submission of the Proposal or after entering into the contract with Oakland Schools, Contractor shall immediately disclose the type and nature of such relationship to Oakland Schools in writing.

The following are the familial relationship(s):

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

Attach additional pages if necessary to disclose all familial relationships.

- There is no familial relationship that exists between the owner or any employee of the Bidder and any member of the Oakland Schools Board, or the Oakland Schools Superintendent.
- There is no familial relationship that exists between the owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland Schools.

The undersigned, the owner or authorized representative of Bidder (insert name) _____ does hereby Represent and warrant that the disclosure statements herein contained are true.

Print Name	Signature of Bidder Representative	Title
STATE OF MICHIGAN _____ COUNTY OF _____) ss)

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____.

Notary Public
County, Michigan

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



SECTION IX: 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 exceptions enter below.



SECTION X: BIDDER INFORMATION FORM

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

1. Company Name: _____
Address: _____ City: _____ State/Zip: _____
Phone: _____ Website: _____
Contact Name: _____ Contact Title: _____
Contact Phone: _____ Email for award notice: _____
Firm Established _____ Years in Business as said Company: _____
Taxpayer I.D. # _____ DUNS Number(s) and respective addresses: (List all that will work with Oakland Schools)

2. If applicable provide former company names: _____
3. Business Structure: Corporation () Partnership () Sole Proprietor ()
4. Largest single contract this company has held \$ _____ With whom? _____
5. Annual gross sales for last four (4) years:
2015 _____ 2014 _____ 2013 _____ 2012 _____
6. Geographical area of operations for your Company: _____
7. How many employees does your company employ? Full-time employees: _____ Part-time employees: _____
8. Provide business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from your company in the past year, preferably school districts or intermediate school districts.
Business _____ Contact: _____ Telephone _____
Business _____ Contact: _____ Telephone _____
Business _____ Contact: _____ Telephone _____
9. Acknowledgement of addenda #1 _____ #2 _____ #3 _____
Date Initials Date Initials Date Initials
10. The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the Bidder are true and accurate.

Company Authorization

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

Legal Name of the Firm

Signature of Authorized Representative

Date

Print Name & Title



SECTION XI: IRAN ECONOMIC 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

Name of Authorized Representative

Title of Authorized Representative

Date



SECTION XII: CERTIFICATION

Water, Fire, and Natural Disaster Recovery Services

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

- | | <u>Yes</u> | <u>No</u> |
|--|--------------------------|--------------------------|
| 1. The Bidder has carefully read and examined all aspects of the RFP documents and all Addenda and fully understands and certifies they will provide as described herein for the prices set forth in this proposal. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the proposal offer. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Bidder shall attest in writing that they have sought answers to any questions they may have regarding the form or substance of this RFP, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Contractor certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Execution of this contract constitutes a representation by the Contractor that to the best of the Contractor's knowledge no conflict of interest exists between the Oakland Schools representatives and the Contractor or its employees and agents. | <input type="checkbox"/> | <input type="checkbox"/> |
| 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 Contractor certifies that it has not divulged, discussed or compared its proposal with other Contractor and has not colluded with any other Contractor or parties to a proposal whatsoever. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The Contractor certifies they are not currently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State, or Federal Departments or agency. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The Contractor certifies they have read and understand the Equal Opportunity policy statement. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Contractor certifies that they are eligible to submit a Proposal based on the Iran Economic Sanctions Act (P.A. 517 or 2012). | <input type="checkbox"/> | <input type="checkbox"/> |

The Contractor certifies the information they have provided is correct and agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, special provisions, specifications, addenda, questions and corresponding answers, and the proposal as set forth in these Contract Documents and was obtained by the bidder **directly** from the Michigan Intergovernmental Trade Network (**MITN.info**). The parties intend for this to become part of the final and complete agreement between Oakland Schools and the Contractor.

Name (Print)

Title

Signature

Date

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

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

Name (Print)

Title

Signature

Date

Board of Education Approval: _____

Purchase Order (PO) No: _____