

Request for Proposal

Oakland County Taxi Bid

RFP #17.0008

Issue Date: 06/29/2017

Proposal Due Date: 07/18/2017

Contracting Officer: Debby Dunn

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REQUEST FOR PROPOSAL

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SECTION I: REQUEST FOR PROPOSAL PURPOSE AND SCHEDULE

1. PURPOSE:

Oakland Schools is seeking vendors to provide taxi services for various school districts in Oakland County including Oakland Schools. It is our intent to make awards to one or more companies that can provide transportation for individual students as well as groups of students depending on the specific needs. Accommodations for student disabilities may be required.

This will be a **county wide** initiative covering all of Oakland County, **including but not limited to the following participating districts: Avondale, Berkley, Clawson, Ferndale, Hazel Park, Holly, Huron Valley, Novi, Pontiac, Rochester, South Lyon, Walled Lake, and West Bloomfield school districts.** Contracts would be with Oakland Schools and well as any of our 28 schools districts that want to participate.

2. BACKGROUND INFORMATION:

MICHIGAN WORKS! JOBLINK SERVICE CENTER

Oakland Schools' JobLink Service Center is located at 1850 North Perry Street, Pontiac, MI 48341 and it is a Service Center that provides multiple job training opportunities and support services to customers through the Workforce Development Act, the Jobs Education and Training (JET), the "Trade Globalization Adjustment Assistant Act" TGAA, and Employer Services. Oakland Schools is the fiduciary for the Michigan Works! JobLink Service Center at this location.

OAKLAND SCHOOLS

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

3. REQUEST FOR PROPOSAL SCHEDULE:

Deadline to submit clarifying questions	07/10/2017
Responses to questions to be posted	07/13/2017
Proposals due date	07/18/2017
Tentative interviews/presentations	08/01/2017
Contract start date	09/01/2017

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 County Taxi Bid in accordance with the attached specifications. All proposals shall be received no later than **July 18, 2017, at 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.

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.

Each Bidder shall hand deliver or express mail **one (1) original Proposal and one (1) additional Proposal Copy and one (1) flash drive in a 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 #17.0008 and Oakland County Taxi Bid** and list Bidder's name and address. Proposals shall be submitted to the address listed below:

Oakland Schools
Front Desk Receptionist – **RFP # 17.0008 and Oakland County Taxi Bid**
2111 Pontiac Lake Road
Waterford, MI 48328

All Proposals received on or before the Due Date and time will have the Bidder's name read aloud and recorded. The Fee Proposal will not be read aloud. No immediate decisions are rendered.

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 must meet or exceed all specifications herein. Any and all deviations from specifications must 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 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 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.

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 | 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.

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 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 regarding variations to the original proposal(s), 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.

14. NOTIFICATION OF AWARD

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

15. 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.

16. SERVICE OF PROTEST

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 be signed by Contractor and 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 Contractor 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 Contractor shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

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

10. 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 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 bidder nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, 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 of the School District there under.

12. GUARANTEES BY THE CONTRACTOR

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

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 coverage's, 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

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, the remaining clauses shall remain in full force and effect.

15. OAKLAND SCHOOLS RIGHT TO COMPLETE

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

16. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not have the right to assign or subcontract all or any portion of this contract without the express 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 Contractor's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law and all applicable environmental laws. All cleaning material containers must be properly labeled. The Contractor is to provide Oakland Schools with the following information:

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

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 vendor(s) until acceptance. Only at that time will Oakland Schools assume responsibility for the possession of the equipment or any part thereof. The warranty period shall start upon product acceptance.

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

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 Contractor agrees that any/all of Contractor's owners, officers, directors and administrators, as well as any of Contractor'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 Contractor shall execute the **Notarized Familial & Relationship Disclosure Affidavit, attached hereto as Section VIII** and submit the same with its proposal. Furthermore, Contractor represents and warrants to Oakland Schools that if any owners, officers, directors, administrators of Contractor, or any employees of Contractor 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, Contractor 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 Districts schools or schools of the constituent

districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Oakland Schools reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Oakland School's judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a subcontractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, subcontractors, suppliers and materialmen of any degree.

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

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 Proposal 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 a Oakland Schools request for proposal must 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 must 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 must include information on how to contest the determination. The notice must 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 constitutes the entire agreement between the District and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. This contract may not be modified except in writing signed by both parties.

28. NON-WAIVER

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

29. REPORTING | DOCUMENTATION

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

30. OFFICIAL DOCUMENTS

The Authorized Version of the Request For Proposal (RFP) document shall be that document appearing on MITN with amendments and updates. Oakland Schools officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). Copies of documents obtained from any other source are not considered official copies. Only those vendors who obtain documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda.

31. OSHA/MIOSHA

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

32. MINIMUM WAGE

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

SECTION IV: SPECIAL CONTRACTUAL TERMS & CONDITIONS

1. CONTRACT TERM

This is a 1 year fixed contract beginning on 9/1/2017 through 8/31/2017 with options to renew for an additional 2 years in one (1) year increments. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement.

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. RULES, REGULATIONS, POLICY AND PROCEDURES (For rental contracts)

The District may from time to time establish reasonable rules, regulations, policy and procedures as it may deem necessary and proper for the management and control of public property, and may also from time to time change such rules at the District's discretion. This rental contract shall be in all respects subject to such rules and Contractor shall obey the rules. Breach of established rules shall constitute a default and is grounds for termination.

4. TENURE DISCLAIMER

As it pertains to this Contract, Contractor acknowledges and agrees its duties do not require a teaching certificate of any type, regardless whether it, or any of its owners, employees or agents, are so certified. Therefore, Contractor agrees it, and its owners, employees and agents, do not have and will not acquire tenure under the Teacher Tenure Act and are forever estopped from asserting otherwise.

5. 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.

6. THE COMMON RULE (JobLink)

In accordance with section .36 (e); A.110.44 (b) of the Common Rule, the Michigan Department of Labor and Economic Growth encourages, whenever possible, the utilization of small businesses, minority-owned firms, women's business enterprises, and labor surplus firms.

7. SCHOOL SAFETY REQUIREMENTS:

This contract IS 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.

SECTION V: SPECIFICATIONS

1. OVERVIEW:

Oakland Schools is seeking vendors to provide taxi services for various school districts in Oakland County including Oakland Schools. It is our intent to make awards to one or more companies that can provide transportation for individual students as well as groups of students depending on the specific needs. Accommodations for student disabilities may be required.

This will be a **county wide** initiative covering all of Oakland County, **including but not limited to the following participating districts: Avondale, Berkley, Clawson, Ferndale, Hazel Park, Holly, Huron Valley, Novi, Pontiac, Rochester, South Lyon, Walled Lake, and West Bloomfield school districts.** Contracts would be with Oakland Schools and well as any of our 28 schools districts that want to participate.

2. SCOPE OF SERVICES:

The Contractor(s) shall provide transportation of various students including special needs and homeless to and from school districts and locations across Oakland County.

3. REQUIREMENTS OF THE CONTRACTOR:

A. Qualifications

- a. Awarded Contractor must have a minimum of 3 years of similar experience.
- b. Contractor must be licensed with the State of Michigan

B. Experience

- a. Staff proposed for the project must have a minimum 3 years of professional driving experience.
- b. Staff proposed for the project must have the required state certification/licensing requirements.

C. Emergency Provisions

- a. Contractor have a plan in place for their vehicles for emergencies, including robbery attempts, fire, bomb threats and any other emergencies as deemed appropriate.

4. SYSTEM/SERVICE REQUIREMENTS:

A. Vehicle and Equipment Requirements:

- a. The Contractor(s) shall transport students in vehicles designed to transport eight (8) or fewer passengers (including the driver).
- b. All vehicles, including spares taxis, must meet all the requirements of the Federal Motor Vehicle Standards, Michigan Vehicle Code and any other applicable standards.
- c. Vehicles used to transport Oakland County students shall not be more than seven (7) years old. If cars are older than seven (7) years, Oakland Schools has the right to reject a vehicle from being used under this contract if such vehicle does not meet performance standards necessary to transport students safely to their destination.
- d. The Contractor must provide a listing of all vehicles (including spare vehicles), indicating mileage, age, together with a listing of all bond plates held by Contractor and a copy of the certificate of license issued by the State of Michigan for each bond plate. This listing must include all vehicles the Contractor will use in providing service for Oakland County. Failure by Contractor to provide listings and bond plates verification by the date identified herein shall constitute a material breach of this Contract and Oakland Schools shall have no obligation to allocate or assign any routes or runs to Contractor for the corresponding school year.
- e. The Contractor must provide copies of the State of Michigan certificate showing ownership of vehicles.
- f. The Contractor must provide proof of annual vehicle inspections.
- g. The Contractor shall ensure that all vehicles are equipped with seat belts for each student as required by the Michigan Law. All seat belts must be visible and work properly. The driver shall ensure that each student is properly secured with a seat belt. For taxis with right side front seat passenger air bags the Contractor shall not transport a student in the right front passenger seat.

- h. All vehicles must be equipped with communication system that allows communication between a central dispatcher and the driver.
 - i. The Contractor shall not transport students in a vehicle designed to transport nine (9) or more passengers and does not meet Federal Motor Vehicle Safety Standards.
 - j. All taxis must be marked as transporter for hire. The Contractor's company name must be prominently displayed on the vehicle.
 - k. Vehicles used to transport students shall be smoke and electronic cigarette free.
 - l. Regular preventative maintenance, as approved by the vehicle manufacturer shall be performed on all vehicles. Vehicles shall be cleaned inside and out as necessary.
- B. Performance specifications:
- a. All Contractors shall comply with all applicable local, state and federal laws, rules and regulations *including but not limited to:*
 - 1. The Michigan Vehicle Code (Act 300 of 1949, as amended)
 - 2. The Limousine, Taxicab, and Transportation Network Company (Act 345 of 2016)
 - b. Terminal Requirements
 - 1. The Contractor must ensure direct telephone access to their terminal/dispatch center and provide a telephone number that has limited access to the Board of Education Transportation Office. The Contractor must maintain qualified personnel on duty who will be able to address concerns and answer all incoming calls from 6:00 AM to 6:30 PM. Answering services and answering machines shall not qualify as direct telephone access.
 - 2. The Contractor must provide an email address so that the Board of Education can effectively and efficiently electronically track and monitor referrals and to communicate with Contractors personnel.
 - 3. The Contractor must report any change in normal service or disruption of service to the district as soon as possible, but no longer than 15 minutes from the time it occurs.
 - c. Record Keeping and Reporting Requirements
 - 1. The Contractor shall maintain daily records indicating vehicle numbers, driver's name, and the number and names of all pupils transported to each site, the number of miles and hours driven.
 - d. Specific Personnel Requirements
 - 1. Drivers are to be aware of and follow the conditions of the contract. It is the responsibility of the Contractor to ensure that all of its drivers who transport students are aware of and follow the conditions of the contract. The Contractor shall assure and must provide proof that all drivers transporting students meet the Michigan School Safety Legislation detailed in item #23, of Section III General Contractual Terms and Conditions and abide by item #7 of Section IV Special Contractual Terms & Conditions in this RFP.
 - 2. The Contractor shall assure that the drivers operate the taxi cabs in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations, abstain from the use of and not be under the influence of alcohol, and drugs in the performance of their duties, and abstain from the use of tobacco and electronic cigarette products while students are present in the taxi and on school property.
 - 3. Contractor will employ only personnel who are proficient in performing transportation services. The Contractor shall have a company policy addressing proper dress code for its Employees. All driving personnel shall present a neat, clean, and well-groomed appearance and be of good moral character. The drivers must not wear attire that might be considered offensive or gang suggestive.
 - 4. Oakland Schools reserves the right to require the replacement of any Contractor's employee whose deeds or conduct is determined, by Oakland Schools, to be detrimental to the safety and security of any of our Oakland County student riders.
 - 5. The use of cell phones in any manner while students are being transported is prohibited. Transportation service must never be interrupted or delayed by drivers handling personal business.
 - 6. The Contractor shall ensure that each driver and all other employees are provided training in the proper methods of dealing with students, parents, and school administrators. The following behaviors will not be tolerated:
 - a. Rudeness to students, parents, and/or school administrators.
 - b. Vulgar or obscene language.

- c. Inappropriate conversation and/or physical contact.
- d. Purchasing gifts/items for the students.
- e. Conducting unauthorized stops during a transport.
- f. Transporting unauthorized passengers while students are on board.

Evidence of any of the above behaviors will subject the driver or any other employee to removal from service under this contract.

7. The Contractor shall maintain records on all employees which demonstrate that all personnel requirements of the contract have been met.
8. The Contractor, its employees, agents and Contractors shall be prohibited from the carrying of weapons or firearms in the deliverance of services under the terms of this agreement.
9. The Contractor shall have a company policy requiring each driver to have in his/her possession a photo I.D. badge containing facial photograph, employee's full name and the name of the taxi company.
10. All drivers must be in good health at all times when transporting students.

e. Accident Involvement/Reports:

1. For each incident or accident which includes (but is not limited to) an injury to a passenger, pedestrian or occupant of another vehicle, or the suspected injury of such persons an immediate report must be made to the School District by the Contractor, by telephone.
2. A written report shall be submitted to the School District by the Contractor, on forms mutually agreeable to the School District and Contractor, within 24 hours of the time of the accident. Accident reports shall make clear or provide at a minimum the following:
 - a. Whether Students were on the taxi or loading or unloading from the taxi at the time of the accident
 - b. Where any injury occurred
 - c. The driver, location, involvement of other vehicles, and nature and extent of any property damage
 - d. A list of all known witnesses
 - e. Police Report Number, when applicable
3. Failure to report any accident involving the above conditions shall entitle the School District's Office of Student Transportation to penalize the Contractor with financial penalties or the removal of route(s).

f. Student Transportation/Pick-up and Drop-off

1. Passengers other than students listed on the route sheets and authorized school personnel shall not be permitted to ride in Contractor taxis.
2. Students shall be provided with curb-to-curb services as determined by their school district. The transfer of students from one vehicle to another is prohibited.
3. All students shall be picked up and dropped at locations designated by the school district only.
4. When elementary or designated special needs students arrive at school, home, or other designated drop off point they shall be received by a staff member, parent, or another responsible person as designated by the parent.
5. All students shall enter or leave the taxi from the curbside unless the vehicle is in a protected parking area or driveway and assisted by a responsible adult.

g. Invoicing

1. The Contractor shall submit invoices to the Board of Education's Transportation Office for all transportation services provided during the period indicated on the invoice. The invoices must be submitted on a form provided by the Board of Education.
2. The Contractor shall provide detailed data, including a charge ticket for each trip to substantiate the invoice. Each ticket must include: date, time of pick up, address of (pickup and drop-off), full name of student, driver's name.
3. The Contractor shall ensure the accuracy of all invoices including the addition or deletion of students and trips, the charges as specified on the pricing sheets and all mathematical calculations. With each invoice, the Contractor must provide a spreadsheet that lists name of student, address, cost of trip, destination of trip, number of trips, and person requesting the trip. Invoices that are submitted with errors may be returned to the Contractor for corrections and must be resubmitted.

4. The Contractor shall agree and understand that any trip is subject to non-payment for incorrect information submitted by the Contractor. The Contractor may be liable for liquidated damages equal to the cost of the trip.
 5. If requested, the Contractor shall make available to the Board of Education the Contractor's records.
- h. Inclement weather/School Cancellations
1. During inclement weather, the Board of Education shall have sole responsibility of altering taxicab schedules or canceling service for that day. If taxicab service should be required, the Contractor agrees to abide by the decision of the Board of Education and operate trips as normal as possible.
- C. Taxicab/Small Vehicle Inspections:
- a. Contractors are to establish a system whereby all of their assigned cabs to Oakland County are clean and in the best mechanical condition possible. This system must include but is not limited to, establishing written procedures and directions for all employees involved, daily reporting, and monitoring the system on a periodic basis.

5. EVALUATION CRITERIA:

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

1. Compliance to proposal submission instructions (proper forms, etc.) (10 points)
2. Overall qualifications of company (25 points)
3. Training (20 points)
4. Experience & qualifications of personnel (25 points)
5. Cost (20 points)

SECTION VI: BIDDER QUESTIONS

Bidders MUST provide a written response to the following questions and submit as part of the proposal.

1. **Company Questions:** Provide a general overview of your company including:
 - A. How long has your organization provided these services?
 - B. Provide a list of at least three current clients and/or facilities that you currently provide similar services that may be similar to this project.
 - C. How many clients do you currently service and how large is each client?
 - D. List the number and types of regularly scheduled routes your company currently has operates.
 - E. Describe the financial soundness of your organization. Include any reports (audited financials, bank letters, Dun & Bradstreet reports, etc.) that demonstrate your firm's strength.
 - F. Identify any litigation your firm is currently involved in or has settled/resolved over the last year.
 - G. Provide proof of the required \$3 million general liability and Michigan no-fault insurance.
 - H. What is your employee turnover rate?
 - I. Name and contact information of person that would coordinate transportation, if awarded a contract.
 - J. List of vehicles including types, capacities, and current appropriate vehicle inspection forms and passing rating; include special equipment, wheelchair lifts, etc.

2. **Service Questions:**
 - A. Explain why your taxi service should be the awarded Contractor for the Oakland Schools/Oakland County Districts contract(s).

3. **Contractor Personnel Plan:**
 - A. Name and credentials of supervisor.
 - B. Describe the number of staff to be assigned to this project and include their resumes/qualifications/certifications.

4. **Company Policies/Procedures – please explain the following:**
 - A. Describe your firm's driver drug and alcohol policy and procedures, including medical marijuana.
 - B. Describe your firm's policies on obtaining and reviewing the license status reports, and the intervals at which they are obtained for your drivers.
 - C. What is your firm's procedure for handling roadside emergencies and breakdowns? Are the drivers equipped with wireless communication devices?
 - D. Please provide your accident record.
 - E. Describe your vehicle cleaning procedure, list out all steps.
 - F. Describe your vehicle maintenance policies.
 - G. Describe the procedure for staff replacement in case of absences.
 - H. How does the company handle changes, additions to routes and last minute changes for special trips, etc.?

5. **Training:**
 - A. Describe in detail your company's hiring and training process.

6. **Company License Information:**
 - A. Please identify your company License Type.
 - B. Please identify your company License Number.
 - C. Include copies of any State/Federal certifications/registrations/licenses.

7. **Submittals:** In addition to completing the above questions, the following shall be submitted with your proposal:
 - A. Section VI: Bidder questions
 - B. Section: VII: Fee proposal – As required per instructions
 - C. Section VIII: Notarized familial and relationship disclosure affidavit
 - D. Section IX: Exception to specification form
 - E. Section X: Bidder information form
 - F. Section XI: Certification regarding debarment, suspension form
 - G. Section XII: Equal opportunity policy
 - H. Section XIII: Certification regarding lobbying, contracts, grants and loans
 - I. Section XIV: Disclosure of lobbying form
 - J. Section XV: Iran economic sanction form

- K. Section XVI: Certification form
- L. Completed W-9 form

SECTION VII: FEE PROPOSAL SUBMISSION INSTRUCTIONS

Refer to:

Excel spreadsheet “Appendix A: Fee Proposal”

One (1) printed original of the completed Appendix A: Fee Proposal shall be submitted in a separate, sealed envelope within the original proposal package.

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

BIDDER SIGNATURE: _____ **DATE:** _____

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 or rejecting exceptions entered below.

SECTION X: BIDDERY 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: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
VOLUNTARY EXCLUSION, LOWER TIER COVER TRANSACTIONS**

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION
LOWER TIER COVER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- A. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal debarment or agency.
- B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Print Name

Title

SECTION XII: EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL OPPORTUNITY POLICY STATEMENT

THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH

It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Investment Act (WIA) further requires for all programs receiving financial assistance under Title I of the WIA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIA of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicants operation of the WIA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization	Program/Title
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Name of Certifying Official	Signature	Date
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*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

SECTION XV: IRAN ECONOMIC SANCTIONS ACT

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

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Oakland Schools' (the “School District”) 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 XVI: CERTIFICATION

17.0008 Oakland County Taxi Bid

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

- | | <u>Yes</u> | <u>No</u> |
|--|--------------------------|--------------------------|
| 1. The Bidder certified 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. | <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 they have read Section III, Official Document of the Request For Proposal and their Proposal submission contained herein were obtained directly from Michigan Intergovernmental Trade Network website, www.MITN.info and is an official copy of the authorized version. The Contractor certifies the information they have provided is correct and agrees to provide the scope of work in this Request For Proposal, including all terms and conditions, special provisions, specifications, addenda and the proposal as set forth in these Contract Documents. The parties intend for this to become part of the final and complete agreement between Oakland Schools and the Contractor.

Name (Print)	Title	Signature	Date
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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
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Board of Education Approval: _____ Purchase Order No: _____