



FLINT COMMUNITY SCHOOLS

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FLINT COMMUNITY SCHOOLS

REQUEST FOR PROPOSALS

CLASSROOM RENOVATION PROJECT

Issue Date:

May 21, 2019

Mandatory Pre-Bid Meeting and Walk-through

May 29, 2019 - Pre-Bid Meeting 1:00 pm EST

Administration Building

923 E. Kearsley St.

Flint, MI 48503

Proposal Due Date:

June 05, 2019 - 3:00 pm EST

Proposals Will Be Opened Publicly

Submit Proposals to:

Jamie Cowan: Executive Director of Finance

Flint Community Schools

Classroom Renovation Project Proposal

923 E. Kearsley St.

Flint, MI 48503

Phone: 810.760.1272

Late Proposals Will Not Be Accepted or Considered

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1. GENERAL TERMS AND CONDITIONS

1.1 RFP Intent

The objective of this RFP is to solicit Proposals that will enable the District to determine which Service Providers and service model will be most cost-efficient for the District. The District will award the contract based upon the best interest of the District. Although price will be an important factor, the District will not make award decisions based on price alone but will review the entire proposal to understand how the best interests of the District can be served. The District is currently identifying Service Providers with advantaged cost structures to meet or exceed the service levels outlined in this RFP.

1.2 Submission Deadline and Requirements

The following chart illustrates the schedule of events to prepare the Service Provider's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

| Date | Event | Details |
|-------------------------|---|--|
| Tuesday, May 21, 2019 | Issuance of RFP | The District will issue Request for Proposal on the District Website www.flintschools.org |
| Wednesday, May 29, 2019 | MANDATORY site tour 1:00 pm - 3:00 pm | All suppliers interested in bidding must attend site tours to inspect and gather all the information they need to accurately bid on the RFP. |
| Thursday, May 30, 2019 | Deadline for submission of written questions by service providers | All questions must be e-mailed to Kendra Dean at kdean@flintschools.org Questions are due by 5:00 pm EST on this day. Questions will not be accepted in person or by phone. |
| Friday, May 31, 2019 | All answers posted as addenda to the RFP | All answers to questions provided by one/more Service Providers will be posted to the District's Website (www.flintschools.org) |
| Wednesday, June 5, 2019 | Deadline for RFP proposal submission | Proposals are due by 3:00 pm EST on this day at the following address: Jamie Cowan, Executive Director of Finance Flint Community Schools 923 E. Kearsley Flint, Michigan 48503. PLEASE NOTE BIDS WILL BE OPENED IN A PUBLIC MEETING. |
| Friday, June 7, 2019 | Service Provider Interviews | Interviews may be conducted with selected Service Providers on this date. Service Providers selected for interviews will be notified by the District. |
| Friday, June 14, 2019 | Final selection | All Bidders will be notified if selected on this date. |
| TBD | Expected date for beginning services | This is an expected date when the selected Service Provider will start providing services to the District. |

1.3 Opening of Proposals

Properly identified Bids received on time will be opened in a public meeting at the date and time specified in Section 1.2 (Submission Deadline and Requirements).

1. GENERAL TERMS AND CONDITIONS

1.4 Purpose

The Flint Community Schools (District) is accepting firm, sealed proposals from qualified contractors to perform Classroom Renovations outlined herein for multiple locations in the District. These renovations include repairing plumbing issues/remodeling sinks, replacing restroom faucets and removing carpet to replace with tile.

The District anticipates that no one Contractor will be able to provide for all of these classifications and that bidders will make clear which classifications will be provided.

1.5 Proprietary Information

The information provided in this RFP is intended solely for internal use by the Service Provider in response preparation. All information contained herein is proprietary to the District and shall not be distributed to any third party, except as required by law. It is the responsibility of the Service Provider to indicate what information, if any, included in their proposal is proprietary.

1.6 Additional Requests for Clarification

Service Providers must request interpretations or clarifications from the District through email to **Kendra Dean** at kdean@flintschools.org. Questions regarding the Proposal must be submitted no later than 5:00 pm EST on or before the date specified above in Section 1.2 (Submission Deadline and Requirements). **When submitting questions, please reference the RFP page and section numbers.**

1.7 Restrictions on Communication

All communication regarding this RFP between Service Providers and the District shall be with the RFP Coordinator(s), Kendra Dean at kdean@flintschools.org. Any other communication will be considered unofficial and non-binding on the District. Service Providers are to rely on written statements issued by Kendra Dean. Communication directed to parties other than the RFP Coordinator(s) may result in disqualification.

1.8 Addenda to RFP

Any addendums relating to this RFP will be available on the Bids page (under the District tab) of the District's website at <https://www.flintschools.org/> on or before the date specified above in Section 1.2 (Submission Deadline and Requirements).

1.9 RFP/Proposal Information Controlling

The District assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the District will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the District other than those provided by the District through the issuance of addenda. In no event may a Service Provider rely on any oral statement by the District or its agents, advisors or consultants.

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Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the District, the Service Provider should immediately notify the District of such potential discrepancy through email to the District (Email to Kendra Dean, kdean@flintschools.org) and a written addendum will be made available through the District Website (www.flintschools.org), regardless of whether a clarification is necessary. All Service Providers will be required to submit Addenda Receipt Confirmation Form (Section 5.2)

1.10 Bid Bond

Bid security by a qualified surety in the form of a bid bond, certified check or cashier check in an amount equal to the total bid price for one month of bidded Services for the entire district is required to be submitted with bid submittal to be considered for award. Bid bonds shall be duly executed by the bidder as principal and having as surety thereon, a company authorized to execute such in the State of Michigan. Bid bond shall pledge that the bidder, with the understanding that if his/her bid is accepted, will enter into a contract with the Owner for the bid category (ies) stated in his/her bid.

Bid securities will be returned to successful bidders after a contract agreement has been executed, and acceptance of required bonds and insurance is made. The bid security of bidders not under consideration for award of contract will be returned by the Owner in a timely manner.

The bid security obligees shall be Flint Community Schools and shall become its property in the event that the bidder fails, within fifteen (15) days of notice of award to execute the contract agreement. The bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

Performance and payment bonds will not be required on this project.

1.11 Finality of Decision

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the District based on, but not limited to, the criteria below. As mentioned earlier, the District desires to reduce cost through competitively bidding a large amount of work at once and expects to gain significant savings and determine the best approach. The District will use the following criteria to determine bid awards. **NOTE: The District reserves the right to modify the evaluation criteria or waive portions thereof.**

Proposals will be evaluated on the following factors:

Qualifications, Experience and Approach

Service Providers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The information provided by the Service Provider through answers to questions in Section 5.5 (Company Information) will be the primary basis for understanding the qualifications, experience and approach of the Service Provider and how it serves the interest of the District.

Financial Qualifications

This criterion includes an evaluation of the financial qualifications of the Service Provider. The evaluation will take into account the financial strength of the Service Provider and its ability to meet the long-term financial requirements of the Contract.

1. GENERAL TERMS AND CONDITIONS

Cost Effectiveness and Value

Under this criterion, proposals will be compared in terms of the most reasonable, and/or most effective pricing option. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

Acceptance of the Terms of the Contract

The District will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP. Regardless of exceptions taken, Service Providers will provide pricing based on the requirements and terms set forth in this RFP.

1.12 Reservation of Rights

The District reserves the following rights, which may be exercised at the District's sole discretion:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action subject to this RFP that would be in the best interests of the District
- To issue additional requests for information
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the District to evaluate the Proposals submitted
- To conduct investigations with respect to the qualifications and experience of each Service Provider
- To waive any defect or irregularity in any Proposal received
- To reject any or all Proposals
- To award all, none, or any part of the Services that is in the best interest of the District, with one or more of the Service Providers responding, which may be done with or without re-solicitation
- To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms

1.13 Release of Claims

Each Service Provider by its submission of its Proposal releases the Flint Community Schools from any claims arising out of, and related to, the RFP process and selection of a Contractor.

1. GENERAL TERMS AND CONDITIONS

1.14 Proposal Costs

The District accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the procurement process will prepare the required materials and submittals at its own expense and with the express understanding that the Service Provider cannot make any claims whatsoever for reimbursement from the District for the costs and expenses associated with the procurement process.

1.15 Irrevocability of Bidding

Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the District prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked **“Modifications to Proposal.”**

The signed Proposal will be considered a firm offer on the part of the Service Provider. However, the District reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) will be considered firm and irrevocable for purposes of future contract negotiations unless specifically waived in writing by the District. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the District's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.

Each Proposal will contain a statement to the effect that the Proposal is a firm offer for one- hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Service Provider and include their name, title, address, and telephone number. On the part of the Service Provider, all prices quoted will be firm and fixed for the full Contract Period. The District reserves the right to ask for another offer before the bid award is finalized.

1.16 Collusive Bidding

By responding to this RFP, the Service Provider will be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

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1.17 Flint Community Schools Profile

Flint Community Schools provide public education to students in Kindergarten through twelfth grades. Additional services include programs for children aged 0-3 years, preschool programs for 3-4 year old children, and community education programs for adult enrichment. The District operates the thirteen facilities as follows:

| Building Name | Address |
|---------------------------------------|-------------------------------|
| Administration Building | 923 E. Kearsley St., Flint |
| Accelerated Learning Academy (7-12) | G-2138 W. Carpenter Rd, Flint |
| Brownell STEM Academy (K-2) | 6302 Oxley Dr, Flint |
| Doyle Ryder Elementary (K-6) | 1040 N. Saginaw St, Flint |
| Durant-Tuuri-Mott Elementary (K-6) | 1518 University Ave, Flint |
| Eisenhower Elementary (K-6) | 1235 Pershing St, Flint |
| Freeman Elementary (K-6) | 4001 Ogema St, Flint |
| Holmes STEM Academy (3-8) | 6603 Oxley Dr, Flint |
| Neithercut Elementary (K-6) | 2010 Crestbrook Ln, Flint |
| Pierce Elementary (K-6) | 1101 W. Vernon Dr, Flint |
| Potter Elementary (K-7) | 2500 N. Averill Ave, Flint |
| Scott School (7-8) | 1602 S. Averill Ave, Flint |
| Southwestern Classical Academy (7-12) | 1420 W. 12th St., Flint |

Capacity requirements are the best estimates currently available. The District reserves the right to modify (additions and deductions) quantity, location and configuration requirements. The Contractor agrees to sell/credit the District the revised service at the unit price (bill of material) as stated in the RFP regardless of quantity changes.

1.18 Contract

The Board of Education has directed the Superintendent of Schools to contract for previously mentioned Services. The Superintendent through the CFO will notify the successful bidder and negotiate the contract with that bidder.

This RFP does not constitute an offer by the District. No binding contract, obligation to negotiate, or any other obligation will be created on the part of the District unless the District and the Service Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider will constitute a right (property or otherwise) under the Constitution of the United States, case law, or statutory law of Michigan.

Contract Modifications

The Contract may be amended only by written amendment duly executed by both the District and Seller. However, minor modifications may be made by the District to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the District without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the District and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

1. GENERAL TERMS AND CONDITIONS

Conflict of Interest

Seller represents and warrants that no member of the District or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

Gratuities to the District

The right of Seller to proceed may be terminated by written notice if the District determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of the District in violation of policies of the District.

Kickbacks to Seller

Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a District Contract or in connection with a subcontract relating to a District Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to the District in writing the possible violation.

Monitoring and Evaluation

Seller shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit the District to evaluate all activities conducted under the Contract. The District has the right at its sole discretion to require that Seller remove any employee of Seller from District property and from performing services under the Contract following provision of notice to Seller of the reasons for the District's dissatisfaction with the services of Seller's employee.

Financial Responsibility

Seller is financially solvent and able to perform under the Contract. If requested by the District, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the District's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then the District shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

1. GENERAL TERMS AND CONDITIONS

Confidential Information

Student Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of the District's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. **Other Confidential Information:** (a) Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of the District, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder.

Intellectual Property

Seller agrees, at its own expense, to indemnify, defend and save the District harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the District's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

No Pre-Judgment or Post-Judgment Interest

In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.

No Third Party Benefits

The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.

Ownership of Documents

All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by the District. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of the District, be turned over to the District. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to the District shall not, unless otherwise specifically agreed upon in writing by the District, be deemed to be confidential or proprietary information and shall be acquired by the District free from any restrictions as part of the consideration of the Contract.

1. GENERAL TERMS AND CONDITIONS

Advertisement

The Contract will not be used in connection with any advertising by Seller without prior written approval by the District.

Acceptance

Seller's acknowledgment of the terms of this RFP, without timely express written objection, or Seller's performance of any part of this RFP, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this RFP, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this RFP (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this RFP, and (iv) any other terms and conditions of a written agreement signed by Seller and the District that deals with the same subject matter as this RFP (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and the District with respect to the purchase by the District of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the District shall control. This RFP constitutes an offer by the District and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice, or in any other communication from Seller to the District shall be deemed accepted by or binding on the District. The District hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the District's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the District are subject to correction.

1.19 Term of Contract

The minimum length of contracts with successful Contractors will be one (1) year or until all obligations under contract are completed, whichever occurs first.

1.20 Employees

Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.

Seller shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller) assigned to the performance of the Contract without prior written approval from the District.

At the request of the District's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to the District criminal background check and drug testing procedures.

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The Contractor acknowledges that the District's Policy prohibits anyone registered or required to register as a sex offender from being present on any District Property for any reason, whether before, during or after school hours, or on or off of District Property. The Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from District Property by the District and/or law enforcement officials and may also be subject to criminal prosecution. "District Property" includes all property owned or operated by the District, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by the District.

If The Contractor, any of Contractor's employees, or any of the Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then the Contractor or the subcontractor must (i) on an annual basis conduct a check of the MI Sex Offender and Public Protection Registration Program, the MI Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on District Property.

1.21 Legal Interpretation Provision

If any provision or provisions of this RFP and resulting contract shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not, in anyway, be affected or impaired thereby.

1.22 Federal & State Law Compliance and District Policies / AR's

Service Provider warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. Service Provider, including its employees and agents, shall be responsible for knowing the Flint Community Schools policies concerning appropriate behavior of persons in schools and on its Properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with such policies.

1.23 Governing Law

Any Contract awarded as a result of this RFP will be in full conformance with all statutory requirements of Michigan and all statutory requirements of the Federal Government, to the extent applicable.

If a dispute arises out of, or relates to, the Contract (or the breach of the Contract) and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute through mediation. In the event that the parties cannot reach an agreement through medication, the parties agree to binding arbitration. All arbitration proceedings will take place in Flint, Michigan, or at a place mutually agreed upon by both parties. Each party will agree to propose the names of three arbitrators and attempt to agree on one of the six names provided. In the event that the parties cannot agree upon an arbitrator, the parties will request the Genesee County Circuit Court to select an arbitrator.

1.24 Taxes

Service Provider is responsible for sales taxes and any other applicable taxes related to the goods and services provided under the contract.

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1.25 Repair of Property Damage

Any damage to Flint Community Schools facilities caused by Service Provider, its agent, or employees, shall be repaired so that facilities are in as good condition as found. All repairs shall be completed at no cost to the Flint Community Schools.

1.26 MIOSHA and OSHA Compliance

All goods or services to be furnished by the Seller, and the Seller's working conditions and employment practices, shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

1.27 Insurance Requirements

Vendors providing goods and services to Flint Public Schools must provide a current proof of insurance naming Flint Public Schools as an "additional insured" for the following coverage and limits. Coverage must be placed with an "admitted" carrier whose A.M. Best rating is A VIII or higher. The certificate must contain a "direct primary and non-contributory" clause.

| Coverage | Limits |
|--------------------------------------|-----------|
| Commercial General Liability: | |
| Per Occurrence | 1,000,000 |
| Annual Aggregate | 3,000,000 |
| Products and Completed Operations | 1,000,000 |
| Advertising Injury | 1,000,000 |
| Personal Injury | 1,000,000 |
| Medical Payments | 10,000 |
| Commercial Auto: | |
| Bodily Injury - Per Person | 1,000,000 |
| Bodily Injury - Per Occurrence | 3,000,000 |
| PIP | Statutory |
| PPI | Statutory |
| Uninsured and Underinsured Motorists | 1,000,000 |
| Worker's Compensation: | |
| Employers Liability | Statutory |
| Each Accident | 1,000,000 |
| Disease - Policy | 1,000,000 |
| Disease - Each Employee | 1,000,000 |
| Commercial Umbrella | 5,000,000 |

1. GENERAL TERMS AND CONDITIONS

1.28 Hold Harmless / General Indemnification

Seller shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless the District, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the District in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless the District, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

1.29 Force Majeure

If the District is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by the District or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the District.

1.30 Contract Assignment or Sub-Contract

In the event of a subcontracting relationship, the Service Provider will remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by its subcontractor. Additionally, the District must be named as a third party beneficiary in all subcontracts.

Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the District.

1.31 Contractor Management

District Representatives reserve the right to be directly involved in the interviewing and selection of on-site managers. Service Provider is an independent contractor and not an employee of the District. The conduct and control of the work will lie solely with Service Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and the District. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.

1. GENERAL TERMS AND CONDITIONS

1.32 Covenant Against Contingent Fees

The Service Provider warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.

1.33 Non-Discrimination of Employment

The District is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, Prohibited Discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, Prohibited Discrimination also includes retaliating against any person, business or other entity for reporting any incident of Prohibited Discrimination. It is understood and agreed that not only is Prohibited Discrimination improper for legal and moral reasons, Prohibited Discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the District and others. As a condition of entering into any Agreement, the Service Provider will represent, warrant and agree that it does not and will not engage in or condone Prohibited Discrimination. Without limiting any rights the District may have at law or under any other provision of any Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the District to terminate any such Agreement.

During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

1.34 Payments

Invoices shall be sent to District's accounts payable department. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Services, whichever is later.

Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to the District any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after the District notifies Seller in writing that a payment has been determined to be improper.

1.35 Performance Dispute Resolution

All Services rendered shall be subject to the District's inspection. Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected. The District may require Seller to promptly replace or correct any rejected Services and, if Seller fails to do so, the District may contract with a third party to replace such Goods and Services and charge Seller the additional cost.

1. GENERAL TERMS AND CONDITIONS

The alternative dispute resolution procedure of this section is the exclusive procedure for any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that the District or the Contractor violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement.

Any dispute, controversy, or claim shall be made in writing and mailed to the District or Contractor, within a reasonable time from the date the party should reasonably have been aware of the circumstances giving rise to the dispute, controversy or claim. The District and Contractor agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand arbitration.

If, despite reasonable effort by the parties, the District and Contractor are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration as defined in this section.

The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement. The demand for arbitration shall be made no later than 180 days after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable Michigan statute of limitations.

The parties shall have the right to mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, or upon the request of either party, an arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall be conducted in accordance with the rules established by the arbitrator selected by the parties. The arbitration hearing shall take place in or near Flint, Michigan.

The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only as to the claims or disputes at issue. The expenses of any arbitration shall be born equally by the parties to such arbitration, provided, that each party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Any award by the arbitrator shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction.

1.36 Contractor's Representations

The Contractor shall perform all of the services described in Section 3.1 (Scope of Services) and make any arrangements that may not be described but that are necessary to perform these services.

The District has an equal opportunity purchasing policy. The District seeks to ensure that all segments of the business community have access to supplying the goods and services needed by District programs. The District provides equal opportunity for all businesses and does not discriminate against any Service Providers regardless of race, color, religion, age, sex, and national origin or disability.

1. GENERAL TERMS AND CONDITIONS

No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference the District in any manner absent the prior written consent of the District.

1.37 Change of Law

District and Contractor agree that any agreed upon prices contained in any future Agreements do not reflect equipment or personnel requirements which may be imposed at some future date under state or federal law. In the event of a change in controlling law, the parties will negotiate in good faith to determine the most effective way to meet the new requirements.

1.38 Severability

The terms and provisions of the RFP are severable and in the event any of them shall be held to be invalid, the Agreement shall be interpreted as if such invalid term or provision were not part of the Agreement.

1.39 Termination

In addition to all of the other rights which the District may have to cancel this agreement, The District shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the District to Seller. If the Contract is terminated by the District in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract.

The District may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to the District law or equity, the District may procure upon such terms as the District shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to the District for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

2. PROPOSAL REQUIREMENTS

2.1 Proposal Format

Submit the Bid, along with any other documents required to be submitted with the Bid, to the District, and deliver to the address below on or before the day and hour set for receipt of the Bids.

Mailing address for the Proposal:

Jamie Cowan, Executive Director of Finance
Flint Community Schools
923 E. Kearsley Flint, MI 48503

1. Enclose each Bid in a sealed opaque envelope bearing the title of the work “Flint Community Schools - Classroom Renovation Project”, the name of the Bidder, and the date and hour of the Bid opening, with the notation “SEALED BID ENCLOSED”.
2. Do not change the wording of the Bid Form, and do not add words to, or delete words from the Bid Form.
3. Unauthorized conditions, limitations, or provisions attached to the Bid will be cause for rejection of the Bid.
4. Submit 3 duplicate signed hard copies and 1 electronic copy, on a flash drive, of the Bid. Clearly distinguish the original bid from the duplicated copies of the bid.
5. It is the sole responsibility of the Bidder to see that his bid is received on time.
6. Telephonic, telegraphic, facsimile (fax), or e-mail Bids or modification of a Bid will not be considered.
7. Bids received after the time fixed for receiving them will not be considered and will be returned to the Bidder unopened.

All Proposals must be submitted by mail or hand delivered on or before the date specified above and must include the following parts:

- a. Signed cover letter
- b. Proposal Submission Form (Section 5.1)
- c. Addenda receipt confirmation (Section 5.2)
- d. Certification of Compliance with American Disabilities Act (Section 5.3)
- e. Certification of Compliance with Non-discrimination of Employment (Section 5.4)
- f. Company Information (Section 5.5)
- g. Familial Disclosure (Section 5.6)
- h. Pricing Sheet (Section 4.1)
- i. Bid Security (Section 1.11)
- j. Certificate of Insurance executed by bidder’s insurance agent or carrier

2.2 Proof of Qualifications

The District will ensure compliance with the above by checking references listed in the Proposals and conducting on-site visitation as deemed necessary by the district, as well as other sources.

Service Providers will be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The District reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

2. PROPOSAL REQUIREMENTS

2.3 Oral Interview

The District will require qualified companies to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the District may have regarding the RFP. In that case, the District will notify the qualified company contact name as listed in the Proposal.

2.4 Evaluation of Proposals

Proposals shall be evaluated based on the criteria outlined in Section 1.11 (Finality of Decision) as well as other methods. The District will select the Service Provider that it deems most qualified to serve the interests of the District to proceed to the negotiation process.

As part of the evaluation process, the District may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual Services, to learn the Service Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the District.

The District may in its discretion require one or more Service Providers to make presentations or appear before the District and/or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions. The District will notify the Service Providers in advance of such meetings and coordinate with the Service Provider for an interview date within a week. Additional meetings may be held to clarify issues or to address comments, as the District deems appropriate. Service Providers will be notified in advance of the time and format of such meetings.

The Service Provider's participation in this process might result in the District selecting the Service Provider to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the District to execute a Contract or to continue discussions. The District can terminate discussions at any time and for any reason.

2.5 Required Proposal Signature Page

Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider's own risk.

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the District. The District makes no representations or warranties regarding any information or data provided by the District.

The District may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the District in connection with the Contract.

2. PROPOSAL REQUIREMENTS

Other than exceptions that are stated in compliance with this Section, each Proposal will be deemed to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail. As indicated in the proposal format section, please provide a SEPARATE exhibit clearly outlining the exceptions.

By submission of a Proposal, the Service Provider certifies that in connection with this procurement:

- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone.
- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening.
- No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

3. CLASSROOM RENOVATION PROJECT REQUIREMENTS

3.1 Scope of Services

Contractor must use the Bid Sheet provided in Section 4.1 (Overview) to quote the annual price for providing the Classroom Renovations outlined herein.

The Contractor is responsible for removing and upgrading old sinks, faucets and carpet and replacing with new fixtures and tile. Contractor is responsible for providing the materials and labor associated with completing the renovations outlined herein.

1. Remodel/Repair Sinks

The District is looking to upgrade one sink at each location below to accommodate Food Service activities. Such activities require an upgrade to a three compartment sink. Please refer to Attachment A for an example of what the District would like to upgrade to.

- Freeman
- Pierce

The locations below currently have three compartment sinks with plumbing issues causing them to drain extremely slow.

- Doyle Ryder **
- Holmes STEM Academy **

2. Replace Restroom Faucets

Two (2) Pre-K student bathrooms at the location below require the replacement/upgrade of one (1) restroom faucet. The current faucets have a double knob, one hot and one cold, that requires the students to hold them down while washing to keep a continuous stream of warm water flowing. This is difficult for a Pre-K student to do and adequately wash their hands.

- Pierce

3. Remove Carpet and Replace Flooring

The District requires the removal of current carpet and replacement with tile at the locations listed below. The flooring is to be completed by a certified installer.

- Doyle Ryder **
- Freeman
- Potter

**** Repairs will need to occur after July 24th due to summer programming**

3. CLASSROOM RENOVATION PROJECT REQUIREMENTS

The District may at any time modify the work requirements of the Service Provider. If such adjustments require additional personnel or resources the District may negotiate an equitable modification in the compensation to the Service Provider. No long-term modifications to the work requirements will be binding on either party if not amended to the final Contract in writing. The Service Provider should be flexible enough to comply with work modifications or one-time requests from the District on an as needed basis without the need for a Contract amendment or price adjustment.

3.2 Scope of Services/Frequency

Classroom Renovation Services are needed for the removal and installation of two (2) new sinks, repairs for two (2) sinks with plumbing issues, replacement of two (2) bathroom faucets and removal of current carpet for District locations listed herein.

3.3 Absenteeism

Absenteeism can significantly and adversely affect the quality of services received by the District. Contractor must maintain qualified substitutes with the required background checks, available at short notice, to ensure that the District is adequately serviced in the event of illness or injury. Contractor shall provide a substitute back-up plan to the School District for such purpose. Contractor is required to inform the Director of Operations (or other identified School District designee) when there will be a change of employees for absence purposes.

3.4 Operational Efficiency

Contractor shall provide continuous analysis of the Classroom Renovations provided to the District in order to effectively manage costs, while maintaining service levels in accordance with District policy and safety protocol. Contractor shall identify and implement operational efficiencies that will lead to cost reductions.

3.5 Work Schedule

Contractor shall provide a written schedule identifying the date(s) and times Contractor is scheduled to be on-site for the duration of the project. Repairs at Doyle Ryder Elementary will need to occur after July 24th due to summer programming.

3.6 Flint Community Schools - Contractor Communications

Emergencies in daily operations must be communicated to the District's Director of Operations in a timely manner. Contact information will be provided upon award of contract.

3.7 Operations

Contractor is expected to provide a professional, thorough and efficient methodology for providing a Classroom Renovations in accordance with the specifications, terms and conditions stated herein.

3. CLASSROOM RENOVATION PROJECT REQUIREMENTS

3.8 Personnel Communication Requirements

Contractor's employees must be able to communicate effectively in their daily interactions with the School District, including, but not limited to, the School District's administration, Board of Education and, as applicable, with parents, students, and the community.

3.9 Management

Contractor's management team is required to discuss any concerns or issues with the Director of Operations (or other identified District designee) as soon as they arise.

3.10 Purchasing Protocol

All requests must be submitted to and approved by the Director of Operations (or other identified District designee) prior to items being ordered.

3.11 Contractor's Records and Reporting Requirements

Contractor shall report, in writing, any damage that occurs during the performance of Contractor's services or that is caused by one or more of the Contractor's employees. Contractor shall inform the District's designee of any acts of vandalism, attempts at forced entry, and any items that need maintenance or repair discovered during the performance of services.

3.12 Flint Community Schools Liaison

Contractor shall communicate directly to the District's Director of Operations (or other identified District designee) via one of the preferred methods of contact listed below.

(Contact information to be provided upon award of contract)

3.13 Identification Badges

Contractor's employees, men and women, performing services pursuant to this RFP and Contract are required to wear a clearly readable identification badge, approved by the District, on the front of their shirt (above the waist and preferably on a breast pocket). In the event that the Contractor fails, neglects or refuses to conform with the above requirements, the Contract may be subject to immediate termination by the District.

3.14 Keys/Cards/Fobs

Contractor's with access to keys/cards/fobs shall be responsible for using them in an authorized manner and ensuring facilities are secured after each use.

3.15 Property Damage and Protection

Damage to any District facilities or properties caused by the Contractor, its agents or employees shall be repaired so that the facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the District.

4. COST PROPOSAL

Official Bid Form

4.1 Overview

Contractors shall quote the overall target price for meeting the Flint Community Schools' Classroom Renovation needs by delineating the target costs. This pricing shall contain all known and anticipated services set forth in the RFP, the Contract, and information provided by Flint Community Schools and on-site visits, and shall be quoted in a monthly and annual price format.

Contractors must use this Official Bid Form to provide a quote of the overall target price. Proposals submitted in a format other than that provided below are subject to disqualification. Contractors can provide additional pages as necessary to provide additional information or explanation.

1. Sink Remodel

| Service Location | Quantity | Make & Model | Unit Price | Labor | Total |
|--------------------------|----------|--------------|------------|-------|-------|
| Freeman Elementary (K-6) | 1 | | \$ | \$ | \$ |
| Pierce Elementary (K-6) | 1 | | \$ | \$ | \$ |
| | | | \$ | \$ | \$ |

Warranty on Units (if applicable):

Sink Repair

| Service Location | Quantity | Service | Service |
|------------------------------|----------|---------|---------|
| Doyle Ryder Elementary (K-6) | 1 | | \$ |
| Holmes STEM Academy (3-8) | 1 | | \$ |
| | | | \$ |

2. Replace Restroom Faucets

| Service Location | Quantity | Make & Model | Unit Price | Labor | Total |
|-------------------------|----------|--------------|------------|-------|-------|
| Pierce Elementary (K-6) | 2 | | \$ | \$ | \$ |
| | | | \$ | \$ | \$ |

Warranty on Units (if applicable):

3. Remove Carpet and Replace

| Service Location | Sq. Footage | Make & Model | Unit Price | Labor | Total Price |
|---|-------------|--------------|------------|-------|-------------|
| Doyle Ryder Elementary (K-6) | ** | | \$ | \$ | \$ |
| Freeman Elementary (K-6) | ** | | \$ | \$ | \$ |
| Potter Elementary (K-7) | ** | | \$ | \$ | \$ |
| **Contractor to measure at MANDATORY Site-Tour | | | \$ | \$ | \$ |

Warranty on Units (if applicable):

Note: It is the goal of the Flint Community Schools that 99% of the costs of this Contract be anticipated and quoted as a target price. For non-target pricing, Contractors must quote unit costs such as staff cost per

| |
|---------------------------|
| Optional Alternate No. 1: |
| Describe: |
| Total Price: |

4.2 Non-Target Unit Cost(s)

Non-target pricing will be for "above and beyond" services not delineated in this RFP or the Contract or for work directly authorized by Flint Community Schools that is not

Estimated Hourly Rate \$

I hereby acknowledge that I have the authority to bind _____ (the Company) and sign this bidder sheet. I also acknowledge that I have read the RFP and understand the terms of the RFP and have attached any deviations to the RFP as part of our

Signature

Date

5.1 Proposal Submission Form

CLASSROOM RENOVATIONS SERVICES - FLINT COMMUNITY SCHOOLS

This Proposal is submitted by: _____

Service Provider Name: _____

Representative (printed): _____

Representative (signed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ (Area Code) Telephone Number

Facsimile: _____ (Area Code) Fax Number

It is understood by the Service Provider that the District reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the District, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days.

Service Provider

Date

Authorized Signature

Please type or print name

5.2 Addenda Receipt Confirmation

CLASSROOM RENOVATIONS SERVICES - FLINT COMMUNITY SCHOOLS

Please acknowledge receipt of each addendum posted to www.flintschools.org. This form, acknowledging all addenda, must be included with your Proposal.

| Addendum # | Date Addendum Posted |
|------------|----------------------|
| _____ | _____ |
| _____ | _____ |

I certify that this proposal complies with the General and Specific Specifications and conditions issued by the District except as clearly marked in the attached copy.

Service Provider Name: _____

Representative (printed): _____

Representative (signed): _____

Title: _____

Date: _____

5.3 Certificate of Compliance with Americans with Disabilities Act

I/we, being a licensed Contractor in Michigan, do hereby agree to comply with all applicable requirements of the Americans with Disabilities Act throughout the duration of this contract

Service Provider Name: _____

Representative (printed): _____

Representative (signed): _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____ (Area Code) Telephone Number

Date _____

