

REQUEST FOR PROPOSAL

WATER STATION INSTALLATION SERVICES



FLINT COMMUNITY SCHOOLS

*Expect **More.** Achieve **More.***

January 23, 2019

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1. INTRODUCTION

1.1 Objective

The Flint Community Schools (District) is accepting firm, sealed proposals to replace its existing water fountains or coolers in all of its District buildings in accordance with the specifications, terms and conditions stated herein.

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 Accuracy of RFP and Related Documents

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.

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)

1.3 District's Rights and Options

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. INTRODUCTION

1.4 Expense of Submittal Preparation

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.

1.5 Proposal Terms and Conditions

RFP not an Offer

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.

Right to terminate discussions

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.

Prohibited Discrimination

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.

Statutory Requirements

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.

Additional Evidence of Ability:

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.

1. INTRODUCTION

No Collusion or Conflict of Interest:

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.

Proposal Terms Firm and Irreversible:

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.

Proposal Binding for 180 Days:

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.

Subcontracting:

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.

Equal Opportunity:

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.

Use of District's Name:

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.

Withdrawal for Modification of Proposals:

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."

1. INTRODUCTION

No Bribery:

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.

Exceptions to the RFP:

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.

Fair Trade Certifications:

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.

Service Provider's Obligation to Fully Inform Themselves:

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.

Disclaimer:

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.

2. PROCUREMENT PROCESS

2.1 Schedule and Process

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		Details
Wednesday, January 23, 2019	Issuance of RFP	The District will issue Request for Proposal on the District Website www.flintschools.org
Monday, January 28, 2019	MANDATORY site tour 3:00 pm - 6:00 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. Tour will begin at the Administration Building.
Wednesday, January 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 by phone.
Monday, February 4, 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, February 13, 2019	Deadline for RFP proposal submission	Proposals are due by 5:00 pm EST on this day at the following address: Amanda Senko, Deputy Chief Financial Officer Flint Community Schools 923 E. Kearsley Flint, Michigan 48503
Friday, February 15, 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.
Wednesday, February 20, 2019	Final selection	Bid awards will be announced on this date. PLEASE NOTE: Submitted bids will not be opened in a public meeting as this is not required when the bid is for a service and not a commodity.
To Be Determined	Expected date for beginning services	This is an expected date when the selected Service Provider will start providing services to the District.

2.2 Interpretations and Addenda

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. When submitting questions, please reference the RFP page and section numbers. If you have any questions regarding the site tour or you need special accommodations for attendance, please notify Amanda Senko in advance of the scheduled pre-bid site tour. Tour Begins at the district administration building: 923 E. Kearsley Flint, MI 48503.

2. PROCUREMENT PROCESS

2.3 Length or Term of Contract

The minimum length of contracts with successful Contractors will be one (1) year.

2.4 Contract Award

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.

2.5 Submission of Proposals

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:
Amanda Senko, Deputy Chief Financial Officer
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 - Water Station Installation Services", 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 4 duplicate signed copies 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)
- g. Company Information (Section 5.5)
- h. Pricing Sheet (Section 5.6)
- i. Familial Relationship Disclosure (Section 5.7)
- j. Bid Security (Section 2.6)
- k. Certificate of Insurance executed by bidder's insurance agent or carrier

2. PROCUREMENT PROCESS

2.6 Bid Security

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.

2.7 Evaluation

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.

2. PROCUREMENT PROCESS

2.8 Proposal Evaluation Criteria

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.

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.

3. SCOPE OF SERVICES FOR DISTRICT BUILDINGS

3.1 Operating Guidelines

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 fourteen 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
Central Kitchen	305 Walnut St, 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. Averille 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.

3.2 Changes in Scope of Work

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.

3.3 Limitation of Responsibility, General Conditions, Scope of Work

Essential Functions

Removal, demolition and disposal of the roughly 130 water fountain units in the fourteen facilities listed throughout the District.

Installation of roughly 130 Model A171408F-BF12-BCD-WF1-MOD Water Cooler and Bottle Fillers throughout the District (see Appendix A), including, but not limited to the following additional features:

- Carbon Filtration System (for lead and solid particulates)
- Ultraviolet Filtration System (for soluble particulates)
- Monitoring System (which may include Wifi access) for the operation of the combined filtration system

Here is the link to the unit on the manufacturer's website.

website: <https://www.murdockmfg.com/product.aspx?ProductId=306&title=Barrier-Free,%20Wall%20Mount%20Water%20Cooler%20with%20Vandal%20Resistant%20Button%20and%20H2O%20to%20go!%C2%AE%20Deck%20Mount%20Sensor%20Activated%20Bottle%20Filler>

While the submittal does not show the additional components, the schematics and website should give bidders information for construction details. Moreover, during the initial installations, as we discussed, support will be provided by the manufacturer on-site for so that the winning bidder is comfortable moving forward with the rest of the units.

4. CONTRACTING GUIDELINES

Acceptance

Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (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 Order, 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 Order (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 Order 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.

Invoices

Invoices shall be sent to District's accounts payable department.

Payment Terms

Payment terms are Net 30 days after receipt of correct invoice or acceptance of Services, whichever is later.

Rejection

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.

Compliance with All Laws

Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.

Improper Payments

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.

4. CONTRACTING GUIDELINES

Key Personnel

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.

Contract Personnel

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

Registered Sex Offenders

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.

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.

4. CONTRACTING GUIDELINES

Insurance

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

Termination for Convenience

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.

Termination for Default

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.

Contract Transfer

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

4. CONTRACTING GUIDELINES

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.

Relationship of Parties

Seller is an independent contractor and not an employee of the District. The conduct and control of the work will lie solely with Seller. 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.

Advertisement

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

Nondiscrimination

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.

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.

4. CONTRACTING GUIDELINES

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.

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.

4. CONTRACTING GUIDELINES

Background Checks

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.

Mediation

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 mediation, 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.

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.

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.

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.

Strict Compliance

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.

5.1 Proposal Submission Form

WATER STATION INSTALLATION 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

WATER STATION INSTALLATION 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 _____

5.4 Certificate of Non-Discrimination in Employment

We, being a licensed Contractor in Michigan, do hereby certify that we will not discriminate against employee or applicant for employment because of race, color, religion, sex, or national origin. We will take affirmative action to ensure that applicants are employed, and that employees are treated equal during employment without regard to race, color, or religion, or handicap. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. We will agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

Service Provider Name:

Representative (printed):

Representative (signed):

Title:

Address:

City/State/Zip:

Telephone:

(Area Code) Telephone Number

Date

5.5 Company Information

1. Service Provider Background	This section is designed to gather general information about your company.
1.1	Please provide your company's name and your parent company's name (if there is one).
1.2	Provide your company's primary contact name, title, phone number and email address for this RFP process.
1.3	Does your company currently provide services to local / District governments? If yes, please mention at least five such clients as reference. Also, provide a list of all your local/District government clients that you have provided services to and other commercial clients you have provided service to within the last one year.
1.4	Briefly describe the nature of your business operations (e.g. identify major business lines, major markets served, service history, etc.) that relate to the Services you are bidding for.
2. Organizational Information	This section is designed to gather information relating to your company's operations, organization, and structure.
2.1	Is your company privately or publicly held? Describe the ownership structure including any significant controlling equity holders.
2.2	Please identify your top three competitors and why you consider these companies to be competition.
2.3	Please describe your competitive position relative to the competitors stated above.
2.4	Please describe your company's management structure and provide an organizational chart, specifically as it pertains to the Services.
2.5	Has your organization been the subject of a dispute or strike by organized labor within the last five (5) years? Describe the circumstances and the resolution of the dispute.
2.6	Would anyone from your company (i.e., management, key employees, and large shareholders) enter into any conflicts of interest by participating in this RFP or conducting business with Flint Community Schools?
2.7	Has your company or parent filed Chapter 11 or 13 bankruptcy in the past five (5) years?
2.8	Within the response field, briefly describe all lawsuits or judgments greater than \$500k within the last 24 months.
2.9	Please describe any significant financial changes in the company over the last two years and any expected significant changes for the next two years.
2.10	Please provide a copy of your company's workers' compensation modification factor. If the modification factor is above 1, provide a detailed explanation as to why the modification factor is above 1 and what the company's is doing to reduce the factor in the future.
3. Service Quality	Flint Community Schools has various small to large facilities located across the District. Please describe your capabilities to service these locations.
3.1	How do you plan to service all the facilities that you have bid on? (If sub-contracting a particular service, please specify and describe in detail the service and estimated cost).
3.2	How would you ensure prompt timing for the provision of all services, including emergency calls? Do you provide a 24-hour emergency response number for the District to contact? Please describe in detail the contingency plans for service during bad weather or other reasons.
3.3	Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing Services to the District.
3.4	Describe your organization's approach to total quality management, and describe your organization's total quality plan.
3. Billing and Reporting Capabilities	Flint Community Schools wishes to better manage customer service and reporting of its Services. Please respond to the questions below.
3.1	Please provide a detailed explanation of your company's capability to provide item-level reporting on a regular time schedule.
3.2	Please describe your billing procedures and your capability to provide electronic billing on a monthly basis.
3.3	Please describe tools to support order requests or service calls by Flint Community Schools' end-users.
4. Pricing	Flint Community Schools wishes to develop competitive and sustainable pricing schemes with preferred vendors. Please answer the questions below.
4.1	Does your company have in place a continuous cost improvement program to ensure that Flint Community Schools' rates benefit from cost improvements? Describe such programs.
4.2	What additional pricing components should Flint Community Schools be aware of?

5.6 Bid Sheet

WATER STATION INSTALLATION SERVICES - FLINT COMMUNITY SCHOOLS

The District is seeking proposals that include the costs and pricing quotes for the Installation of Water Cooler and Bottle Filter Services. The pricing shall be fixed for the year of the initial contract. The pricing shall include the price per location.

Service Location	Address	Service Price
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	\$
Central Kitchen	305 Walnut St, 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. Averille Ave, Flint	\$
Southwestern Classical Academy (7-12)	1420 W. 12th St., Flint	\$
Total		\$

* If documentation of pricing is provided in a different format, please sign below and reference pricing material within the proposal.

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 response.

Signature

Date

5.7 Familial Relationship Disclosure

FAMILIAL RELATIONSHIP DISCLOSURE

(MUST return completed and notarized with bid)

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of Flint Community Schools' Board or Flint Community Schools' Superintendent must be accompanied with the bid. Failure to return this notarized statement/signature with the bid will result in bid disqualification. The members of Flint Community Schools' Board are: Diana Wright, Betty Ramsdell, Vera Perry, Carol McIntosh, Danielle Green, Lester Casey, and Blake Strozier, and Flint Community Schools' Superintendent is Derrick Lopez.

The following are the familial relationship(s):

	Owner/Employee Name	Related to:	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

There is no familial relationship that exists between the owner or any employee of the bidder and any member of The School District of the City of Flint Board, or The School District of the City of Flint's Superintendent.

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

Print Name

Signature of Bidder

Title

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, _____,

By _____.

Notary Public

_____ County, Michigan

My commission expires: ____/____/____

Acting in the County of: _____



WATER COOLERS

A171.8-VR-BF12 Series

BARRIER FREE, VANDAL RESISTANT BUTTON ONLY, WALL MOUNTED WATER COOLER WITH -BF12 SENSOR OPERATED BOTTLE FILLER

STANDARD FEATURES

Electric Water Cooler

- Child or Adult ADA Compliant (when properly installed)
- 304 Stainless Steel Basin and Chrome Plated Brass Button
- Flexible, Low Flow, Anti-Microbial, Anti-Rotation, Non-Squirt Bubbler
- Auto-stop allows Cartridge and Strainer service without removing Cooler Deck to access Water Supply Stop
- Lead free

Bottle Filler

- ADA Compliant
- 100-Mesh Inlet Strainer
- 120VAC/9.0VDC Plug-In Transformer
- Hands-Free Sensor Operation
- 1 GPM Laminar Flow
- 20 Second Maximum Run Time

SUGGESTED SPECIFICATIONS

Electric Water Cooler

Model A171108F-VR-BF12 is a self-contained, Vandal Resistant Button pressure Water Cooler that delivers a minimum of **8.0 GPH** (30.3 LPH) of water at 50°F (10°C) cooled from 80°F (26.7°C) inlet water and 90°F (32.2°C) ambient. Unit shall be activated by Chrome Plated Brass Pushbutton using less than 5 pounds of force. Lead-Free Flexible Bubbler shall deliver a 0.3 GPM flow, have an integrally designed non-squirt feature and operate on a water pressure range of 20-105 PSIG. Basin shall be constructed from 304 Stainless Steel and have an Integral Drain. Cabinet shall be either Galvanized Steel with Granite Powder Coat or Stainless Steel. Cooling system shall use R-134a refrigerant and be Capillary Tube regulated. An Adjustable Thermostat with an off position shall regulate the refrigeration system. Unit shall be listed by Underwriters Laboratories for both the US and Canada and is compliant to the Air Conditioning and Refrigeration Institute Standard 1010. Unit is certified to ANSI A117.1, Public Law 111-380 (NO-LEAD), CHSC 116875 and NSF/ANSI 61, Section 9. Fixture meets ADA, ADA Standing Person, and ADA Child requirements when mounted appropriately. Unit shall still deliver ambient water temperature to the Bubbler in the absence of electrical power as long as there is a pressurized water supply.

Bottle Filler BF12

Bottle Filling unit shall include Sensor Operated activation with a 20 second maximum run time. LED Lights illuminate the Bottle Fill area and brighten when a bottle is detected. Housing construction will be 20 gage Stainless Steel with a satin finish and will also include components manufactured from Antimicrobial, impact resistant ABS. Optional -BCD (Bottle Counter Display) indicates the quantity of 16 oz disposable Plastic Bottles saved from a land fill and also displays the Water Filter status. Optional -WF1 has a 1500-gallon capacity, has NSF/ANSI 42 & 53 certification and reduces lead content in the drinking water by 99%. Bottle Filler shall provide approximately 1 GPM flow rate with a Laminar Flow Spout to minimize splashing.

Complies with the following standards:



H₂O
to go!



Model A171408F-VR-BF12-BCD Shown
PATENT# 10,100,933



Maintenance Advantage®
Water Cooler by Murdock Manufacturing

"RATED FOR INDOOR AND OUTDOOR USE"

Model Number	GPH*	Rated Watts	Full Load Amps	Approx. Shipping Weight
A171408F-VR-BF12	8.0	335	4.4	100 lbs.

* GPH of 50°F water at 90°F ambient room temperature and 80°F inlet water temperature
Compressor motor operates on 115 Volt / 60 Hz single phase.

MODEL:

(Must Specify)

FLEXIBLE BUBBLER

- A171108F-VR-BF12 Granite Finish Cooler w/ Satin Stainless Finish Bottle Filler
- A171408F-VR-BF12 Satin Stainless Finish (Shown)

LEAD-FREE STAINLESS STEEL BUBBLER

- A171108S-VR-BF12 Granite Finish Cooler w/ Satin Stainless Finish Bottle Filler
- A171408S-VR-BF12 Satin Stainless Finish

WATER COOLER OPTIONS

(additional costs may be incurred)

- CSC2 Concealed Support Carrier
- LOGO Customer Specified Logo / Graphics
- WF1 1500-gallon capacity, NSF 42+53, 1 micron Lead Reduction Filter
- 220V 220 volt / 50 Hz compressor

BOTTLE FILLER OPTIONS

(additional costs may be incurred)

- BCD Bottle Counter Display



Member of
U.S. Green
Building
Council



Recyclable
Product



Water
Conserving
Product

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

MURDOCK MFG. • 15125 Proctor Avenue • City of Industry, CA 91746 USA
Phone 800-453-7465 or 626-333-2543 • Fax 626-855-4860 • www.murdockmfg.com

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MORRIS GROUP
INTERNATIONAL

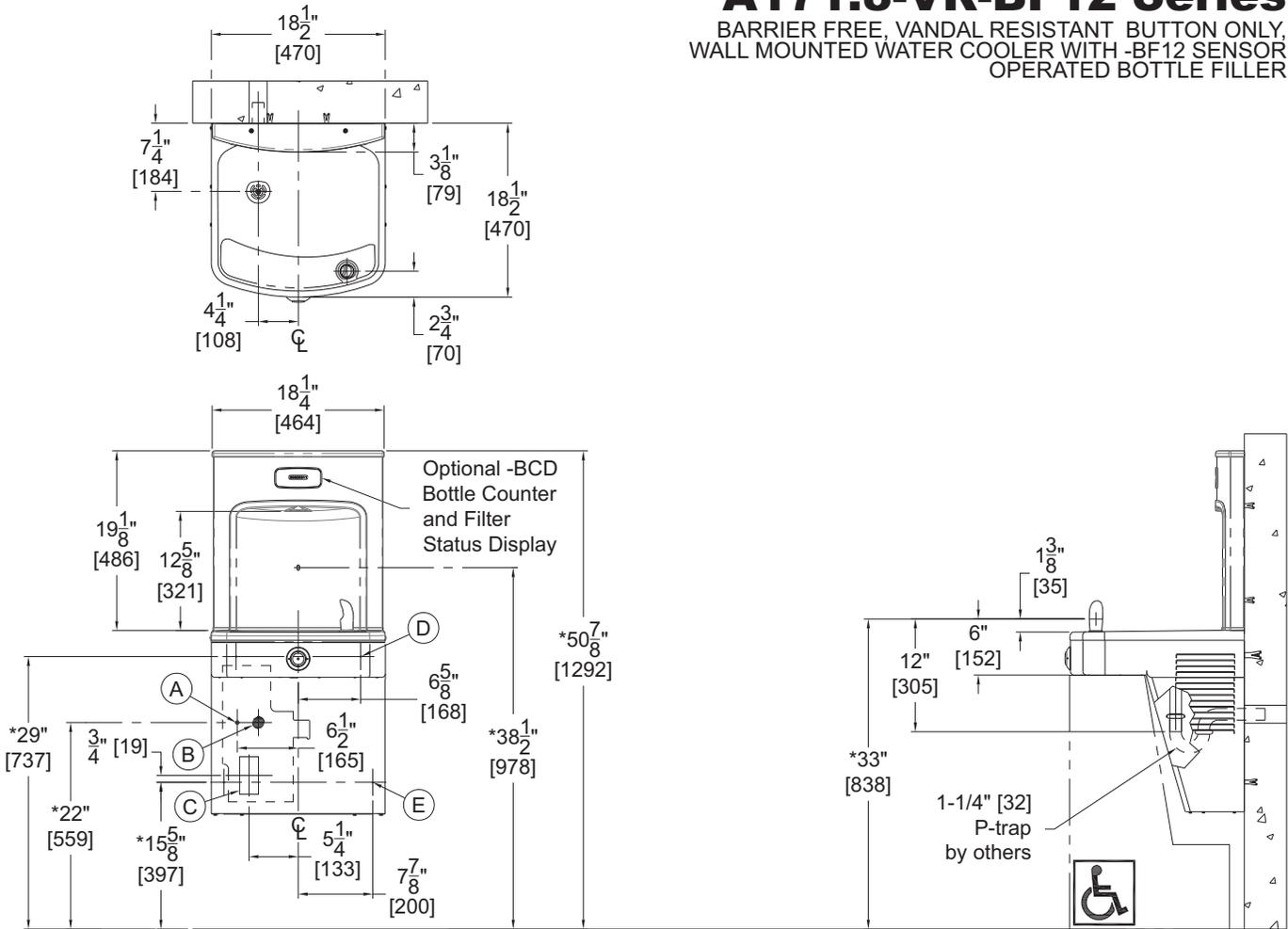
A171.8-VR-BF12



WATER COOLERS

A171.8-VR-BF12 Series

BARRIER FREE, VANDAL RESISTANT BUTTON ONLY,
WALL MOUNTED WATER COOLER WITH -BF12 SENSOR
OPERATED BOTTLE FILLER



General Notes:

1. All dimensions are in inches [MM]
2. Allow 4 inches [102MM] minimum clearance per side for ventilation
- *3. Dimensions shown are for ADA adult height. Adjust vertical dimensions as necessary to comply with Federal, State & Local Codes
4. Stop Valve, P-Trap & Electrical Outlet not supplied
5. Important: Coolers must be attached to wall with appropriate Anchor Screws

- A. 3/8" O.D. Supply Inlet
- B. Waste Outlet for 1-1/4" P-Trap, by others
- C. Electrical Service Rough
- D. Ø3/8" Hanger Bracket Punching, 3 places for Anchoring Hardware by others
- E. Ø1/4" Punching, 2 places for Anchoring Hardware, by others

Murdock Mfg.™ warrants that its products are free from defects in material or workmanship under normal use and service for a period of one year from date of shipment. Murdock's liability under this warranty shall be discharged solely by replacement or repair of defective material, provided Murdock™ is notified in writing within one year from date of shipment, F.O.B. Industry, California.

SELECTION SUMMARY & APPROVAL FOR MANUFACTURING	Model Number & Options _____	Quantity _____	All dimensions are subject to manufactures tolerance of plus or minus 1/2" nominal and subject to change without notice. Murdock assumes no responsibility for use of void or superseded data. Dimensions may change with the addition of optional accessories. Murdock Mfg.™, Member of Morris Group International™. Please visit www.murdockmfg.com for most current specifications.
	Company _____		
	Contact _____	Title _____	
	Signature (Approval for Manufacturing) _____	Date _____	

MURDOCK MFG. • 15125 Proctor Avenue • City of Industry, CA 91746 USA
Phone 800-453-7465 or 626-333-2543 • Fax 626-855-4860 • www.murdockmfg.com

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MORRIS GROUP INTERNATIONAL