

**OAK PARK SCHOOL DISTRICT
REQUEST FOR PROPOSAL**

- ON-CALL HVAC SERVICES -



**Oak Park
Schools**

Due Date: Friday, November 17, 2023 at 1:00 pm

Issued By:

Oak Park Schools
Operations Department
13900 Granzon Rd
Oak Park Schools,
MI 48237

SECTION I - GENERAL INFORMATION

A. OBJECTIVE:

The purpose of this Request for Proposal (RFP) is to select a licensed mechanical services firm to provide both scheduled and emergency HVAC related services required by the Oak Park Schools Operations Department, and to assist the Operations Team as needed.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED DISTRICT CONTACTS:

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail on or before November 10, 2023 at 4:00 pm and should be sent to Chief Operations Officer, Dan Phillips at Daniel.Phillips@OPSK12.org. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

Should any prospective contractor be in doubt as to the true meaning of any portion of this RFP, or find any ambiguity, inconsistency, or omission therein, the prospective contractor shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be e-mailed to all bidders. Any addendum issued by the District shall become part of the RFP and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

An optional pre-proposal meeting will be held at 1:00 pm on Friday, November 10th, 2023 in the Administration Office Board Room, located at 13900 Granzon Street, Oak Park, MI 48237. Please contact Dan Phillips (Daniel.Phillips@OPSK12.org) with any general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective contractor. An official authorized to bind the contractor to its provisions must sign the proposal. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the Oak Park Schools will determine top proposals, and open only those fee proposals. The District will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The District further reserves the right to interview the key personnel assigned by the selected contractor to this project

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the District on or before, Friday, November 17, 2023 at 1:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: **“HVAC Maintenance Bid”** and list the contractor’s name and address.

Proposals must be addressed and delivered to:

**Oak Park Schools
Attn: Daniel Phillips
13700 Granzon Road
Oak Park, MI 48237**

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off in the Oak Park Administration Building Monday through Friday from 8:00 am to 4:00 pm (except holidays). The District will not be liable to any prospective contractor for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Contractors are responsible for submission of their proposal. Additional time will not be granted to a single prospective contractor. However, additional time may be granted to

all prospective contractors at the discretion of the District.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment A - Non-Discrimination Declaration of Compliance**
- **Attachment B - Vendor Conflict of Interest Disclosure Form**

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments A & B) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the District is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the District are required to review this sample agreement carefully. **The District will not entertain changes to its Professional Services Agreement.**

The District reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the District's sole judgment, the best interests of the District will be so served.

This RFP and the selected contractor's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. CONFLICT OF INTEREST DISCLOSURE

The Oak Park Schools Purchasing Policy requires that the bidder complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected contractor unless and until the Operations Department has reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the District Chief Operations Officer after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the District. A copy of the Conflict of Interest Disclosure Form is

attached.

J. COST LIABILITY

The Oak Park Schools assumes no responsibility or liability for costs incurred by the contractor prior to the execution of a Professional Services Agreement. The liability of the District is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, contractor agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

K. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Bid Release	Wednesday, November 1, 2023
Pre-Bid Meeting	Friday, November 10, 2023 at 1:00 pm.
Proposal Due Date	Friday, November 17, 2023 at 1:00 pm.
Board Information Hearing	Monday, November 27, 2023 at 7:00 pm.
Board Bid Award	Monday, December 11, 2023 at 7:00 pm.
Contract Begins	January 1, 2024

The above schedule is for information purposes only and is subject to change at the District's discretion.

L. IRS FORM W-9

The selected contractor will be required to provide The Oak Park Schools an IRS form W- 9.

M. RESERVATION OF RIGHTS

1. The District reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The District reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the District to be in its best interest.
3. The District reserves the right to request additional information from any or all contractors.
4. The District reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
5. The District reserves the right to select one or more contractors to perform services.
6. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

SECTION II - SCOPE OF SERVICES

A. Objective

The Oak Park Schools, is requesting proposals from licensed mechanical services firms to provide scheduled and emergency heating, venting, and air conditioning (HVAC) services required by The Oak Park Schools Operations Department, and to assist Operations Personnel as needed. The work may include but is not limited to; repairs and preventative maintenance of boilers, heating units, air handling equipment, chiller units, exhaust fans, ductwork and other HVAC systems as determined by the District. It also may include; filter changes, coil cleaning, boiler start-up, boiler blow-down, and refrigerant level checks.

The term of the contract will be through January 1, 2024 through June 30, 2025 with one (1) two-year optional extension available at the District's discretion. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract.

B. Contract Implementation

The District does not guarantee either a minimum or specific volume of work under this Contract. The estimated budget for services is \$250,000 per fiscal year. The contract amount is subject to the availability of funds and approval of annual budgets.

The District reserves the right to use other contractors for this work if the District deems it necessary. Special mechanical projects may be bid separately as determined by the District.

Work shall be completed on a Time and Materials basis using the Fee Proposal Form included as part of the Contractor's proposal. Timely invoicing must include work order information and materials list.

The Contractor shall be entitled to up to a 15% markup on material and equipment rental costs. The Contractor shall be entitled to up to a 5% markup on subcontractor costs. Back-up documentation for material and equipment costs shall be provided for all purchases.

C. Requirements

1. Ability to work effectively with the District's Operations Department with respect to any of the mechanical services required by the District.
2. Ability to work effectively with other District units and regulatory agencies.
3. The ability to function in a support role to the District. The Contractor's services will be utilized for activities that exceed the staffing level, available equipment or expertise of the District. The ability to respond to emergency service requests by District staff within the time identified on the Fee Proposal Form.

4. Ability to provide timely, accurate invoices with the work order level information and materials list attached.
5. It is the responsibility of the Contractor to provide an up-to-date list of names and contact numbers of on-call personnel. The District will contact the Contractor by phone as emergencies occur and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).

D. General Safety Requirements

The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all Oak Park Schools safety policies. The Contractor shall supply all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the District along with a plan to correct the violation.

Upon the failure of the Contractor to comply with any of these requirements, the District's Representative shall have the authority to stop any and all operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies used for projects under this contract with The Oak Park Schools must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Contractors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Fee Proposal
- D. Authorized Signor
- E. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 30 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
3. Respondent shall provide proof of capability to respond to an emergency service call within the time identified in the Fee Proposal Form after notification by the District of a service need, including on weekends and holidays.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experiences in the project area, including any direct involvement with The Oak Park Schools' existing facilities within the last 5 years that indicates a proven ability of the company and key personnel in implementing similar projects. The proposal should also indicate the ability to have projects completed within the budgeted amounts. Provide a summary of at least ten (10) projects completed within the last three (3) years that includes the project description, construction cost, and owner contact information. All proposers are to base their responses on projects that reflect the size, complexity, and services required under this RFP.

Customer Manager: Person who will be responsible for being the main contact person and responsible for the management of this Contract.

Provide a table with a list of equipment available for use on District project tasks. The list shall include a description of the type of equipment and size, if relevant. The equipment list shall include only equipment owned by the Contractor.

C. Fee Proposal - 40 points

The respondent should use the Fee Proposal Form provided at the end of Section III of this RFP. The Fee Proposal Form must be completed and any additional fee information shall be appended.

Scoring for the Fee Proposal will be based on the hourly rates identified for the requested categories. The hourly rates may be adjusted after negotiations with the District and prior to signing a formal contract, if justified. A sample of the required District/Contractor agreement form is included as Appendix A herein.

D. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the District.

E. Attachments

Legal Status of Contractor, Prevailing Wage Declaration of Compliance, Conflict of Interest Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The Operations Team will evaluate each proposal by the above-described criteria and point system (A and B) to select the contractors for further consideration. The District reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the contractors.
2. The Operations Team will then evaluate the fee proposals of the contractors selected, and set up interviews with the finalists.

3. The interview must include the project team members expected to complete a majority of work on the project, but no more than three members total. The interview shall consist of a presentation by the contractor, followed by questions and answers.
4. The contractors interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award recommendation by the Operations Team.

The District reserves the right to waive the interview process and evaluate the contractors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The District will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Each person signing the proposal certifies that they are a person in the contractor's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice will be provided via e-mail to those parties interested in bidding this service. All addenda will become part of the official RFP.

Each contractor must acknowledge in its proposal all addenda it has received. The failure of a contractor to receive or acknowledge receipt of any addenda shall not relieve the contractor of the responsibility for complying with the terms thereof. The District will not be bound by oral responses to inquiries or written responses other than official written addenda.

FEE PROPOSAL FORM
On-Call HVAC Services

Respondent's Name: _____

Provide Hourly Billing Rates for the following periods:

Initial Contract Term	Regular Hourly Rate Monday-Friday (7a-5p)	Overtime Hourly Rate	Sunday/Holiday Overtime Hourly Rate	Travel / Show Up Charge
Start of contract - June 30, 2025				
Optional Contract Extension Term				
July 1, 2025 – June 30, 2026				
July 1, 2026 – June 30, 2027				

The regular hourly rate shall be applicable during normal business hours Monday through Friday (7am – 5 pm). The overtime rate shall apply outside of normal work hours Monday through Friday, and all day on Saturday. The Sunday and Holiday hourly rate shall be applicable all day on Sunday and District observed Holidays. Please identify any exceptions to proposed hourly rates and associated time periods below:

Please append any equipment hourly costs for equipment owned by the proposing firm.

If work is performed by a subcontractor to the proposing firm, an additional markup of up to five percent (5%) may be added to the fees of the subcontractor.

If repair parts, materials or rental equipment are required, an additional markup of up to fifteen percent (15%) may be added to those costs.

Provide the maximum anticipated response times for both standard and emergency tasks:

Standard Response Time (Hours): _____

Emergency Response Time (Hours): _____

The initial term of the contract starts upon the contract approval date and ending on June 30, 2025 with a District optional extension for an additional two (2) years. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract.

The undersigned hereby declares that he/she has carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: _____

Signature: _____

Date: _____

SECTION IV - ATTACHMENTS

Attachment A – Prevailing Wage Declaration of Compliance Form

Attachment B - Legal Status of Contractor

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

**ATTACHMENT B LEGAL
STATUS OF CONTRACTOR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____

Fax _____

Email _____

ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
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All vendors interested in conducting business with The Oak Park Schools must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with The Oak Park Schools conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with an Oak Park Schools official or employee, an immediate family member of an Oak Park Schools official or employee, the vendor shall disclose the information required below.

1. No official or employee or District employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated official or employee who has been retired or separated from the District for less than one (1) year has an ownership interest in vendor's Company.
3. No District employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any District employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of Oak Park Schools employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the District, vendor will be exempt from doing business with the District.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Contractor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to The Oak Park Schools. The required provisions are:

PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE OAK PARK SCHOOLS

FOR _____

This agreement ("Agreement") is between The Oak Park Schools, a Michigan school district, having its offices at 13900 Granzon Street, Oak Park, Michigan 48237 ("District"), and ("Contractor"), a(n)

_____, with its address at _____,
(State where organized) / (Partnership, Sole Proprietorship, or Corporation)

_____. District and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to District by Contractor under this Agreement.

Project means _____.
Project name

II. DURATION

Contractor shall commence performance on _____, 20__ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

A. The Contractor agrees to provide _____
Type of service

("Services") in connection with the Project as described in Exhibit A. The District retains the right to make changes to the quantities of service within the

general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to The Oak Park Schools policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the District (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the District, and is not granted any authority to assume or create any obligation or liability on the District's behalf, or to bind the District in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the District may verify invoices submitted by the Contractor. Such records shall be made available to the District upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the District from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the District documentation satisfactory to the District, through District-approved means, demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the District.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the District, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the District's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Oak Park Schools District Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would

conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

- E. The Contractor warrants that it is not, and shall not become overdue or in default to the District for any contract, debt, or any other obligation to the District including real and personal property taxes. Further Contractor agrees that the District shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the District harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE DISTRICT

- A. The District agrees to give the Contractor access to the Project area and other District- owned properties as required to perform the necessary Services under this Agreement.
- B. The District shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the District. Notwithstanding any consent by the District to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the District.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. The District may terminate this Agreement, with at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the District to effect continued payment under this Agreement are not appropriated or otherwise made available, the District shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the DISTRICT, it shall be addressed and sent to: Oak Park

Schools:

(insert name of Administering Service Area Administrator)
13900 Granzon Street
Oak Park, Michigan 48237

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Oakland County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the District. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the District without restriction or limitation on their use. The District acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the District shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the District if Contractor has been or is retained to handle any matter in which its representation is adverse to the District. The District's prospective consent to the Contractor's representation of a client in matters adverse to the District, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the District. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the District and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the District. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR _____

Contractor Name

By _____

Name: _____

Title: _____

Date: _____

FOR THE OAK PARK SCHOOLS

By: _____

Name: _____

Title: _____

By _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the District:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The Oak Park Schools shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the District's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The Oak Park Schools shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the District's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the District may possess, including any self-insured retentions the District may have; and any other insurance the District does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the District for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the District Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of The Oak Park Schools. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the District in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the District with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.