



Portage Public Schools, Portage, Michigan is soliciting sealed proposals for:

Project Name: Portage Public Schools Water Collection and Testing – RFP #20438

RFP ISSUE DATE: Tuesday, August 3, 2018

PROPOSAL DUE: Tuesday, August 17, 2018 - 10:30 AM

Number of Copies required: 2 (Two) paper, 1 (One) PDF on flash drive

Facsimile/Email Proposals Will Not Be Accepted

DELIVERY ADDRESS & INSTRUCTIONS

Portage Public Schools
Attn: Amanda Howard
RFP 20438 – Water Collection & Testing
Purchasing Department
8107 Mustang Drive
Portage, MI 49002

Bids will be publicly opened and read at the above address.

Include on the Envelope the Project Name (above). All Envelopes Must Be Sealed.

General questions regarding the submission of this RFP should be directed to:

Amanda Howard, Purchasing Agent, at (269) 323-5181 or ahoward@portageps.org.

****Addendums (if any), bid tabulations, and award notices will be posted on our website: www.portageps.org under the District tab, then under Bids & Proposals.***

Questions relative to the Technical Specification may be addressed to:

Al Shearer, Maintenance Supervisor, at (269) 323-5063 or ashearer@portageps.org

You are invited to submit a proposal for this equipment and or service. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposal with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the District and the successful proposer when approved and accepted on behalf of the District by an authorized official or agent of the District.

All proposers shall complete and return the Proposal and Award page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING**

REJECTED AS NON-RESPONSIVE. The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Department at the above address. **All bids must be delivered in a sealed envelope with the project name and number clearly written on the outermost envelope.**

PROPOSALS MUST BE RECEIVED BY TIME OF THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED.

SECTION I: BID OVERVIEW

PURPOSE: The Board of Education of Portage Public Schools is accepting bids for Water Collection and Testing in accordance with the below specifications. Portage Public Schools is taking a comprehensive approach for the collection and testing of water samples to detect Copper, Lead, and Coliform Bacteria.

We are requiring adherence to the Michigan Department of Environmental Quality (MDEQ) guidelines dated February 11, 2016 which includes:

- Identification of drinking water locations and label samples and sampling locations
- Development of a sampling sequence and identify consecutive sampling sites
- Identification of a sampling coordinator, obtain supplies, and train sampling teams
- Scheduling and collection of samples
- Delivering samples to a certified laboratory within 24 hours of sampling
- Testing and analysis must be complete for Lead, Copper & Coliform Bacteria by the certified laboratory
- Interpretation of the sample result
- Completion of a report on the findings of the process back to the district

SECTION II: INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. The proposal shall be legally signed and the complete address of the proposer given thereon. All proposals shall be tightly sealed and plainly marked SEALED PROPOSAL and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Department will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile and/or e-mailed bids will not be accepted. The PDF version of the proposal must contain all documents, specification sheets, required forms, etc., contained in the paper copies.
3. **LATE PROPOSALS**-Any proposal received at the office designated hereinafter the exact time specified for receipt, will not be considered. (Note: The District reserves the right to consider bids that have been determined by the District to be received late due to mishandling by the District, or circumstances beyond the control of the proposer, after receipt of the proposal and before an award has been made.)
4. **ADDITIONAL CHARGES** - No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order and all costs for shipping and insurance costs.
5. **DISCOUNTS** - List any discounts that may be applicable from programs such as MiDEAL, US Communities, etc. Note the District will apply for eRate funding where appropriate. Awarded proposers are expected to participate in eRate funding.
6. **FEDERAL OR STATE SALES, EXCISE, OR USE TAXES** - Portage Public School is tax exempt. Do not include Federal, State, or Local taxes in your bid price except as related to enhancements to real property.
7. **ACCEPTANCE OF PROPOSALS** - Portage Public Schools reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of Portage Public Schools.

SECTION III: RFP REQUIREMENTS

ORDER FULFILLMENT

It is expected that a single purchase order for this purchase will be issued after the bid is approved by the Board of Education. This process can take up to 90 days to complete.

FREIGHT

Where applicable, the base bid must include all freight charges for delivery of equipment to Portage Public Schools.

LABOR/INSTALLATION

Labor and installation costs are to be included or listed separately on your bid response. Estimated time to complete the job must be listed as well as your approximate start time based on your current schedule openings.

SCHEDULE AND SAFETY

Schedule and coordination of site logistics and safety items will be conducted through the Maintenance Supervisor of Portage Public Schools. Proper PPE must be worn including but not limited to high visibility shirts (with at least 8" of sleeve) or vests, hardhats, safety glasses and boots. These are the responsibility of the bidding company or its employees.

RFP RESPONSE

All responses must have pricing information submitted on the included forms. Full product literature must be included with your response, if items are bid. Estimated delivery time must be included in your response.

BID PRICING

Bid responses, pricing, etc. must be valid for 90 days after the bid response due date and time, or the length of the contract if so applicable and specified.

SECTION IV: INSTRUCTIONS TO BIDDERS

1. BIDS

The Board of Education of Portage Public Schools, 8107 Mustang Drive, Portage, MI 49002 is accepting Bids for Water Collection and Testing RFP 20438 in accordance with the attached specifications. All Bids shall be received no later than **Thursday, August 16, 2018 by 10:30 am**, local time. It is the sole responsibility of the bidder to ensure their Bid reaches Portage Public Schools on or before the closing date and hour as indicated.

Late Bids will **NOT** be accepted.

One (1) original, one (1) copy, and one (1) digital copy shall be submitted via hand delivery or express mail in a sealed envelope to the address listed below.

Electronic submission will not be accepted.

Portage Public Schools
Water Collection and Testing Project RFP 20438
8107 Mustang Drive
Portage, MI 49002

2. BUILDING CLOSURE

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

3. ADDENDA

Any and all clarification questions pertaining to this RFP must be submitted in writing via email to: Ahoward@portageps.org and will be answered and posted to portageps.org/Be Informed/Bids and Proposals. Bidders who do not comply may be disqualified from the bidding process. It is the bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation. Bidders are responsible for checking this website prior to bid submission. Failure to acknowledge all addenda may result in rejection of your bid as being non-responsive.

4. COMMUNICATION WITH PORTAGE PUBLIC SCHOOLS' STAFF

Any and all communication shall go through the Contracting Officer. If a bidder works with Portage Public Schools on other projects and shall communicate with an individual that is involved with this RFP, the bidder shall contact the Contracting Officer for approval. Failure to comply with this may be grounds for disqualification.

5. EXCEPTIONS

Bids shall meet or exceed all specifications herein. Any and all deviations from specifications shall be clearly detailed; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible thereof.

6. WITHDRAWAL OF BIDS

Any Bidder may withdraw their bid at any time prior to the opening of bids. All bids shall remain firm for acceptance for a period of 180 (one hundred eighty) days beyond the bid opening. The awarded Bidder shall honor the bid pricing for a period of one hundred eighty (180) days.

7. BID FORMS

The Bidder shall utilize bid forms as supplied in the bid document.

8. DISCLOSURE STATEMENT

In compliance with MCL 380.1267 a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the bidder and any member of the Portage Public Schools Board or the Portage Public Schools Superintendent. Bids without a sworn and notarized disclosure statement shall not be accepted.

9. BIDDER QUESTIONS

Each bidder is required to respond to the questions where specified. If you would like to attach documentation to support your other answers, please do so. Responses should be concise and stand on their own. The quality of the response to the RFP will be viewed as an example of the Bidder's capabilities.

10. BID ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept or reject any or all Bids or alternative Bids, in whole or in part, with or without cause; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of the Portage Public Schools.

11. INTEREST

No member of Portage Public Schools Board of Education, City, State or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.

12. BIDDER'S RESPONSIBILITY

The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the bidder can furnish the item(s) in complete compliance with the general terms and conditions, specifications and any special provisions.

13. SOLE BIDDER

If only one bid is received in response to the RFP, a detailed cost bid, if requested by Portage Public Schools, will be required of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost bid in order to determine if the price is fair and reasonable.

14. MISREPRESENTATIONS

If it is discovered, prior to an award, that a bid contains false, misleading, or otherwise inaccurate information, the bid will immediately be disqualified. If it is discovered, after a contract has been executed, that the bidder had provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

15. PROPRIETARY OR CONFIDENTIAL INFORMATION

Any proprietary or confidential material (financial statements, etc.) that was submitted by a bidder and is clearly marked as such will be returned upon request. Marking the entire bid as confidential will not be accepted or honored. Remaining non-confidential material in the bid, including proposed costs and compensation, will be maintained for the official files and will be subject to the Freedom of Information Act, MCL 15.231 et. Seq.

16. OPEN PROCUREMENT

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

In the event that the Bidder markets materials, products, and/or services that is newer, less expensive, or better suited to the needs of Portage Public Schools after the date of the contract pursuant to this bid document, Portage Public Schools shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials, products, and/or services, as herein specified. The Bidder shall provide Portage Public Schools with timely notice of the availability of such newer materials, products and/or services.

17. NOTIFICATION OF AWARD

Upon approval by the Board of Education, Portage Public Schools will make available the information regarding the award and the bid tabulation. This may be downloaded via www.mitn.info.

18. TERMINATION FOR CONVENIENCE

The District may terminate performance of this contract in whole, or in part if the District determines that a termination is in the District's interest, with a 30 "calendar" day written notice. The Bidder, after receipt of a "Notice of Termination," shall stop work on the cancellation date specified in the notice.

The District will conduct an audit of the Bidder's costs to determine reasonable costs expended to date of cancellation, or the District may determine the bidders cost based the schedule of values or exact cost of any work performed. The bidder will not be reimbursed for any anticipated profit.

19. TERMINATION FOR CAUSE

If either party is in default under this contract, it shall have an opportunity to cure the default within 30 "calendar" days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The District may terminate this contract, or any part hereof, for cause in the event of any default by the Bidder, or if the Bidder fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Bidder for any amount for supplies or services not accepted, and the Bidder shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

20. CONFIDENTIALITY

The Bidder shall ensure that suitable measures will be taken to assure the confidentiality of Portage Public Schools and its schools' data.

21. FREEDOM OF INFORMATION ACT

The bids and supporting materials become the property of Portage Public Schools and are subject to public access according to the Freedom of Information Act, MCL 15.231 et. Seq.

22. NEWS RELEASES

Bidders will at no time make any news or advertising releases pertaining to the bid document for any purpose without the prior written approval of, and in coordination with Portage Public Schools.

24. EXECUTION OF CONTRACT

The contract entered into by the parties shall consist of all parts of this Invitation for Bid including specifications, drawings, if any, including all modifications thereof, any addenda, any questions and corresponding answers, and the bid submitted by the awarded Bidder; all of which shall be referred to collectively as the Contract Documents. Bidders shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

24. IMMUNITIES

This Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. The relationship between the District and the Bidder is contractual. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Bidder shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

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

25. SMOKING/ALCOHOL ON SCHOOL PREMISES

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

26. PERMITS, FEES, LICENSES AND INSPECTIONS

At its own expense, each bidder shall provide, pay for and coordinate all permits, fees, licenses, inspections and city, county, state, federal and governing authority approvals required for the successful completion of work contained within their bid and deliver required certificates of inspection and approvals to Portage Public Schools.

27. PROTECTION OF WORK & PROPERTY

The bidder shall take necessary precautions for the safety of employees performing the work, and shall comply with all applicable provision of Federal, State and Municipal Safety Laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Bidder shall erect and properly maintain at all times all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created.

28. NONDISCRIMINATION

The Bidder hereby agrees to comply with all federal, state and municipal equal opportunity and nondiscrimination guidelines and regulations, and covenants that neither the bidder nor any subbidders will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability. Failure on the part of the Bidder to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Portage Public Schools to revoke and otherwise terminate the contract and all obligations of the School District there under.

29. GUARANTEES BY THE BIDDER

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

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

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

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

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

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Portage Public Schools, ATTN: Purchasing Dept, 8107 Mustang Drive, Portage, Michigan 49002. If such insurance is not in force, Portage Public Schools may, at its option, terminate and cancel the contract.

31. SEVERABILITY

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

32. OSHA/MIOSHA

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

33. ASSIGNMENT OF CONTRACT

The Bidder shall not assign, transfer, or dispose of the Contract or any part thereof without the written consent of Portage Public Schools.

34. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

Bidder agrees to indemnify, defend and hold harmless Portage Public Schools, its Board of Education, in their official and individual capacities, employees, agents, bidders, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Bidder, its officers, directors, employees, successors, assignees, bidders and agents; (ii) any breach of the terms of this Contract by Bidder; or (iii) any breach of any representation or warranty by Bidder under this Contract. Portage Public Schools agrees to notify Bidder by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract.

35. INTELLECTUAL PROPERTY INDEMNIFICATION

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

36. GOVERNING LAW

This Contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Oakland County, Michigan.

37. CONFLICT OF INTEREST

Portage Public Schools will not enter into a contract to furnish materials or services to Portage Public Schools where a board member, administrator, building administrator, or employee involved in the contracting process has a substantial interest in the proposed contract except as provided in s380.634(5) of the Revised School Code. A "substantial conflict of interest" means a conflict of interest on the part of an intermediate school board member or intermediate school district administrator in respect to a contract with the intermediate school district that is of such substance as to induce action on his or her part to promote the contract for his or her own benefit. Disclosure of all such interests shall be made. Every contract entered into by Portage Public Schools shall contain a provision to the effect that if subsequent to entering into the contract an Portage Public Schools Board member, administrator, building administrator or employee involved in the contracting process shall develop a substantial interest in the contract, Portage Public Schools shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after Portage Public Schools provides notice of the disqualifying interest.

38. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the District and the Bidder, and it supersedes any prior communications, representations, or agreements of any kind. This contract may not be modified except in writing signed by both parties.

39. MODIFICATIONS

The Contract may be modified in accordance with the following procedures. In the event that all parties to the Contract agree that such changes would be of a minor and nonmaterial nature, such changes may be effected by a written statement which describes the situation and signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Contract to be of a major or complex nature, then the change shall be by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.

40. IRAN ECONOMIC SANCTIONS ACT

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a bid on a request for Bid with a "public entity" (Portage Public Schools). The Act also requires that a person that submits a Bid in response to an Portage Public Schools request for Bid shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for Bids issued by Portage Public Schools, and not just to construction projects.

The Act defines an Iran Linked Business as:

- a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the Portage Public Schools determines, using credible information available to the public, that a person or entity has submitted a false certification, Portage Public Schools shall provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice shall include information on how to contest the determination. The notice shall also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

SECTION V: TERMS & CONDITIONS

1. GENERAL CONDITIONS

Portage Public Schools reserves the right to accept or reject any or all bids or partial bids, to accept a bid that is not low bid, etc. based on what is determined to be in the best interest of the Portage Public School district.

A representative from the vendor will accept any/all items being delivered. This representative will inform the Owner of missing or damaged items. All paperwork noting condition of items will come to the Portage Public Schools Purchasing office.

PPS shall conduct a final inspection of the project upon completion to assure that all items meet specifications, are in new and undamaged condition, are assembled or installed properly and placed in their properly designated locations.

2. CONTRACTOR RESPONSIBILITIES

The Contractor is defined as:

The bidder(s) awarded the contract(s) to provide, deliver, and install/assemble the project per specifications.

3. DELIVERY AND INSTALLATION SCHEDULES

Contractor shall guarantee delivery between 8:00 a.m. and 3:00 p.m. Monday, through Friday.

It is the Contractor's responsibility to receive items delivered from the Manufacturer and to deliver those furnishings to the job site(s) at the time of installation. Drop shipping is unacceptable and if it occurs will result in a deduction in the Contractor's contract price in the amount of cost incurred by the Owner or Owner's representative receiving and handling the drop shipment.

4. PAYMENT TERMS

Upon final approval from the Owner, based on substantial completion of the punch list items, final and complete payment will be made.

Send all invoices directly to:

**Mary Caswell
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002
mcaswell@portageps.org**

5. NO ADVERTISING CLAUSE

No written publication or photographs will be allowed without written approval of Portage Public Schools.

6. CONTRACT TERM

This is an one (1) year fixed contract beginning on June 1, 2016 through May 31, 2017 with options to renew for an additional three (3) years in one (1) year increments. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement

7. CONTRACT EXTENSION

If awarded, Portage Public Schools is seeking pricing which can be extended. If the District exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

SECTION VI: SPECIFICATIONS

1. OVERVIEW

The Board of Education of Portage Public Schools, 8107 Mustang Drive, Portage, MI 49002 is accepting Bids for Water Collection and Testing Project RFP 20438. Portage Public Schools is taking a comprehensive approach for the collection and testing of water samples to detect the presence of Copper, Lead, and Coliform Bacteria.

- Bidders shall provide their credentials and qualifications in the field of water collection and analysis services. Would you plan on bringing in sub-contractors for this project? If so, include their credentials and qualification as well.
- Explain the methodology of water sample collection.
- Provide method of transportation and turnaround time.
- Samples shall be taken from, but not limited to the following locations;
 - o Main water supply
 - o Bubbler system (both in classrooms and as part of a drinking fountain)
 - o Water Cooler (water cooler plug-in chiller unit)
 - o Classroom Faucet
 - o Kitchen Sink
 - o Bathroom Faucets

Product information and/or specification sheets shall be submitted with your bid.

Water Collection and Testing Pricing for Type I Community Water Cost for Inventory per Fixture	
Price per sample taken based on small volume	
Price per sample taken based on large volume	
Price per lab test	
Price per bottle for small collection	
Price per bottle for large collection	
Cost for delivery of samples to the lab	

SECTION VIII: EXCEPTION TO SPECIFICATIONS

Bidder shall enter all exceptions to the specifications in this section to be considered by Portage Public Schools. Portage Public Schools has sole determination of accepting exceptions enter below.

SECTION VI: CONTRACTOR CODE OF CONDUCT

CONTRACTOR CODE OF CONDUCT

The purpose of the Portage Public Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Portage Public Schools for persons both contemplating performing work and performing work for Portage Public Schools in the capacity of a contractor or subcontractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by the any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract.

In general it is expected that everyone entering a Portage Public Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.

Prior to the beginning of a job, the contractor shall furnish the project supervisor with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The contractor shall provide the project supervisor with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures.

Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:

All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the project supervisor.

All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas.

All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by contractors for disposal.

All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.

Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite any/all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.

The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees.

In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Portage Public Schools will be grounds for immediate removal from the building and the project.**

BID PROPOSAL FORM

(All pages 17-23 must be included with your response)

NAME OF BIDDER

Firm Name: _____

Address: _____

Telephone & Fax: _____

Contact Name and E-mail: _____

PROJECT NAME

Project Name: RFP #20438 – PPS Water Collection and Testing

AGREEMENTS

The Owner reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informalities therein. If in the Owner's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reasons of establishing uniformity, delivery time, etc.

The undersigned acknowledges the following are included with the Bid Proposal Form:

(please initial)

Detailed Product Specification Information (where applicable): _____

Warranty Specification Information (where applicable): _____

Bidder Information Form _____

Bidder Certification Form _____

Iran Sanctions Form _____

Familial Disclosure _____

Legal Status Form _____

Two (2) paper copies: _____

One (1) PDF of the Entire Proposal (including all materials in paper copies): _____

Total Cost _____

*Please be sure to note if your price does NOT include all labor costs.

Estimated time to complete the job _____

Estimated start time for scheduling purposes _____

UNIT PRICING:

Water Collection and Testing Pricing for Type I Community Water Cost for Inventory per Fixture	
Price per sample taken based on small volume	
Price per sample taken based on large volume	
Price per lab test	
Price per bottle for small collection	
Price per bottle for large collection	
Cost for delivery of samples to the lab	

BUILDING	HALLWAY DRINKING FOUNTAINS	SINKS	DRINKING FOUNTAINS IN CLASSROOM SINKS	CUSTODIAL CLOSETS WITH FAUCETS	OUTSIDE FAUCETS	
AMBERLY	3	56	33	6	8	
ANGLING	6	40	23	4	11	
CENTRAL EL	3	51	20	2	9	
HAVERHILL	6	28	22	3	10	2 outside faucets in court yards
LAKE CENTER	4	53	29	5	6	
MOORSBRIDGE	4	77	24	4	9	
TWELFTH ST	4	52	34	6	6	
WOODLAND	4	56	26	4	12	
PCEC	4	53	17	2	10	
TOTAL:	38	466	228	36	81	852

BIDDER INFORMATION FORM

Company Name: _____

Address: _____

City: State/Zip: _____

Phone: _____ Fax: _____ Website: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

B. Business Structure: Corporation () Partnership () Sole Proprietor ()

C. Number of years in business as the company named above

D. Largest single contract this company has held \$ With whom? _____

E. Annual gross sales for last four (4) years:

2017 _____ 2016 _____

2015 _____ 2014 _____

F. Acknowledgement of addenda #1 _____ #2 _____ #3 _____
Date Initials Date Initials Date Initials

G. Geographical area of operations for your firm _____

H. Provide business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from your company in the past year, preferably school districts or intermediate school districts.

Business _____ Contact: _____

Telephone _____

Business _____ Contact: _____

Telephone _____

Business _____ Contact: _____

Telephone _____

Supplier Authorization

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

Signature of Bidder Legal Name of the Firm

Print Name & Title Date

CERTIFICATION

Water Collection and Testing Project

20438

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

	Yes	No
1. That the Bidder has carefully examined the instructions and specifications and will furnish this material/product with such specifications for the price set forth in this bid.	<input type="checkbox"/>	<input type="checkbox"/>
2. The Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Bid offer.	<input type="checkbox"/>	<input type="checkbox"/>
3. The Bidder shall attest in writing that they have sought answers to any questions they may have regarding the form or substance of this RFP, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed.	<input type="checkbox"/>	<input type="checkbox"/>
4. Bidder certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided.	<input type="checkbox"/>	<input type="checkbox"/>
5. Execution of this contract constitutes a representation by the Bidder that to the best of the Bidder’s knowledge no conflict of interest exists between the Portage Public Schools Representatives and the Bidder or its employees and agents.	<input type="checkbox"/>	<input type="checkbox"/>
6. This Bid is made without any previous understanding or agreement with any other person, firm or corporation submitting a Bid for the same purpose and in all respects is fair and without collusion or fraud. The Bidder certifies that it has not divulged, discussed or compared its Bid with other Bidder and has not colluded with any other Bidder or parties to a Bid whatsoever.	<input type="checkbox"/>	<input type="checkbox"/>
7. The Bidder certifies they are not currently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State, or Federal Departments or agency.	<input type="checkbox"/>	<input type="checkbox"/>
8. The Bidder certifies they have read and understand the Equal Opportunity policy statement.	<input type="checkbox"/>	<input type="checkbox"/>
9. Bidder certifies that they are eligible to submit a Bid based on the Iran Economic Sanctions Act (P.A. 517 or 2012).	<input type="checkbox"/>	<input type="checkbox"/>

The Bidder certifies the information they have provided is correct and agrees to provide the scope of work in this Invitation for Bid, including all terms and conditions, special provisions, specifications, addenda, questions and corresponding answers, and the Bid as set forth in these Contract Documents. The parties intend for this to become part of the final and complete agreement between Portage Public Schools and the Bidder.

Name (Print) Title	Signature	Date
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LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Firm Name: _____

Name, title and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

A Corporation organized and existing under the laws of the State of _____.

PORTAGE AFFILIATION (If it pertains):

Do you maintain a permanent office, factory, or other facility in Allegan, Barry, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, or Van Buren counties with employees working in any of these counties? If yes, please provide the address:

Have you paid real or personal property taxes relating to said business in the previous tax year?

IRAN ECONOMIC SANCTIONS ACT

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan (MCL 129.313) must comply with the “Iran Economic Sanctions Act”. The following certification is to be signed and included at the time of submittal.

CERTIFICATION

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business”, as that term is defined in the Act.

_____ Signature	_____ Title
_____ Company	_____ Date

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

As required by Public Act 232 of 2005, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any employee of the Portage Public School District or member of the Portage Public Schools Board of Education. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement.

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Portage Public Schools advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company and any employee of the Portage Public School District or member of the Portage Public Schools Board of Education. If such a relationship exists, please explain:

Attach additional pages if necessary

By: _____ (Bidder Signature)

Title: _____ (type or print)

Date: _____

Subscribed and Sworn to Before Me:

This _____ day of _____, 20__ A.D., in and for the

County of _____, _____ (State).

My Commission expires _____.

Signature of Notary