REQUEST FOR PROPOSALS
FOR
2019 Roof Replacement Project

RFP #19-0801

WALLED LAKE CONSOLIDATED SCHOOLS
Educational Services Center
850 Ladd Road, Building D
Walled Lake, Michigan 48390
I. **OVERVIEW**

1.1. **PURPOSE**

The purpose of the Request For Proposals ("RFP") is for Walled Lake Consolidated Schools (the “School District”) to obtain proposals from qualified contractors to remove and replace designated roof systems at the Educational Services Center (the “Work”).

1.2. **SELECTION TIMELINE**

**NOTE:** Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s anticipated timeline for its selection process is:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of this RFP</td>
<td>Monday, July 15, 2019</td>
</tr>
<tr>
<td><strong>Mandatory Pre-Bid Meeting</strong></td>
<td>9 a.m., July 23, 2019</td>
</tr>
<tr>
<td><em>(Educational Services Center, 850 Ladd Rd., Bldg. D, Walled Lake MI 48390)</em></td>
<td></td>
</tr>
<tr>
<td>Deadline for written Requests for Clarifications</td>
<td>4 p.m., July 26, 2019</td>
</tr>
<tr>
<td><strong>DUE DATE FOR PROPOSALS</strong></td>
<td>12 p.m., August 1, 2019</td>
</tr>
<tr>
<td>Opening of Proposals</td>
<td>2:00 p.m., August 1, 2019</td>
</tr>
<tr>
<td>School District’s consideration of the Contract</td>
<td>August 22, 2019</td>
</tr>
<tr>
<td>Commencement of Work</td>
<td>September 2019</td>
</tr>
<tr>
<td>School Completion of Work</td>
<td>November 8, 2019</td>
</tr>
</tbody>
</table>

**PLEASE NOTE:** The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. **SUBMISSION OF PROPOSALS**

2.1. **PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

The Due Date for receipt of Proposals is:

**Thursday, August 1, 2019 at 12:00 p.m. EDT (the “Due Date”)**

2.1.1. **Proposal Envelope:** The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
RFP 19-0801 – 2019 ROOF REPLACEMENT PROJECT
[Contractor’s Name]
[Contractor’s Address]
[Contractor’s Telephone Number]
The envelope must also be addressed and delivered as follows:

WALLED LAKE CONSOLIDATED SCHOOLS
Attention: Victoria Amore
850 Ladd Road, Building D
Walled Lake, Michigan 48390

2.1.2. **Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

2.1.3. **Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.

2.1.4. **Signed Original Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

2.1.5. **Copies of Proposal:** The Contractor shall also submit with the signed original Proposal and two (2) complete copies of the signed original Proposal.

2.1.6. **Opening of Proposals:** At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud at 2:00 p.m. Any interested parties may attend. No immediate decision will be rendered.

2.1.7. **E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.

2.1.8. **Additional Requests For Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **4 p.m. on July 26, 2019.** Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Victoria Amore, Manager, Finance and Purchasing, at VictoriaAmore@wlcsd.org. (Subject Line: 19-0801 ROOF REPLACEMENT PROJECT RFP Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Contractor’s responsibility to check the School District’s website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.
2.1.9. **Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.8 above, or as otherwise required by applicable law.

2.1.10. **Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District’s website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive or acknowledge receipt of any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

2.1.11. **RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

2.1.12. **Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.

2.1.13. **Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event Contractor’s Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.

2.1.14. **Release of Claims:** Each Contractor, by submitting its Proposal, releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

2.1.15. **Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or
submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

2.1.16. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.17. Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

2.2. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1 and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the “Contract” and referred to throughout the Contract as the “Agreement”) (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor’s opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor’s Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor’s Proposal.

Each Proposal must include, at a minimum, the following:

2.2.1 A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor’s opinion are not applicable to, the Contractor.

2.2.2 References – Each Proposal must include detailed evidence that the Contractor is currently providing Work for other K-12 public school districts or educational
institutions. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of work provided. This should include school districts of similar size and scope as the School District.

2.2.3 Evidence of the Contractor’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

2.2.4 Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.

2.2.5 A completed Contractor’s Bid Form provided as ATTACHMENT A.

2.2.6 A completed Familial Disclosure Affidavit provided as ATTACHMENT B.

2.2.7 A completed Iran Economics Sanctions Act Affidavit of Compliance provided as ATTACHMENT C.

2.3. CONTRACTOR’S RESPONSIBILITIES


2.3.2. The bidder is required to attend the mandatory pre-proposal meeting at 9:00 a.m. on July 23, 2019 at Educational Services Center, 850 Ladd Rd., Bldg. D, Walled Lake, MI 48390. Each bidder shall be held to have compared the premises with the specifications and to be satisfied as to the conditions affecting the services to be provided before delivery of its proposal. No allowance or extra consideration on behalf of any bidder will subsequently be allowed by reason or error or oversight on part of the bidder.

2.4. SPECIFICATIONS


III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as ATTACHMENT D. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed
carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor’s opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1. **Familial Disclosure Affidavit:** All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District’s Board of Education or the School District’s Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B**.

3.1.1.2. **Iran Economic Sanctions Act:** In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C**.

3.1.1.3. **Bid Bond:** Contractors must submit with its Proposal bid security in the form of a Bid Bond issued by a qualified surety or certified check in an amount of five percent (5%) of the Proposal (“Bid Security”). Failure to include this Bid Security with Contractor’s Proposal will result in the rejection of your Proposal. If a Bid Bond is posted by a Contractor, it shall be from a Treasury Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executes the Bid Bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to “Walled Lake Consolidated School District.” The School District shall not be liable for any interest earned thereon. The
Bid Security shall be forfeited as liquidated damages, and not as a penalty, if the Contractor withdraws its Proposal after the Due Date for submission of Proposals or, upon acceptance of its Proposal by the School District, Contractor fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required Performance Bond and/or Payment Bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Contractor. Bid Bonds shall be duly executed by the Contractor, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury’s Circular 570, entitled “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”, with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better. Bid Security shall be returned to all non-successful Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor.

3.1.4. **Performance Bond**: Successful Contractors whose Proposals are $50,000 or more will be required to furnish Performance and Payment Bonds, in a form satisfactory to the School District, in the amount of 100% of its Proposal by a Treasury listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. The cost of the Bonds shall be included in each Proposal.

3.1.5. **Governing Law**: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

3.1.6. **General Indemnification**: Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with Contractor’s performance of the Contract and/or from Contractor’s violation of any of the terms of
the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Walled Lake Consolidated School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.7. **Compliance With Laws**: Contractor shall comply with any and all applicable federal, state and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants and agents shall be responsible for knowing the School District’s policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend and hold School District harmless from any liability from its failure to so comply.

3.1.1.8. **Right to Terminate on Breach**: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.
i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment or products to the School District at a location to be designated by the School District.

3.1.1.9. **Pricing:** Prices quoted are to be F.O.B. to Walled Lake Consolidated Schools. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.10. **Taxes:** the Walled Lake Consolidated School District is exempt from taxes. However, when state and local taxes are required on construction materials installed by the Contractor, such taxes must be included in the Contractor’s Proposal price.

3.1.1.11. **Proposal Withdrawal:** Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

3.1.1.12. **Competition:** The name of a model, manufacturer or brand in this RFP shall not be considered as exclusive of other brands. Brands and models specified in this RFP are preferred. The School District expects all supplies, materials, equipment or products bid by a Contractor to meet or exceed the Specifications set forth in this RFP. Further, it is the School District’s intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer’s name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words “or comparable equivalent,” whether or not such words appear.
School District in its sole and absolute discretion shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor meet the Specifications contained in this RFP and possess equivalent and/or better qualities. It is the Contractor’s responsibility to notify the School District in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the School District prior to the Due Date for Proposals. Any and all deviations from Specifications must be noted on the Proposal Form.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Contractor’s Bid Form attached hereto as ATTACHMENT A, along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Contractor’s Bid Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

4.2.1. Contractor’s Bid Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.

4.2.2. List of Contractor’s References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of Work/services provided.

4.2.3. Contractor’s Verification of addenda to the RFP, if any.

4.2.4. Evidence of the Contractor’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

4.2.5. A completed Familial Disclosure Affidavit, which is attached hereto as ATTACHMENT B.

4.2.6. A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as ATTACHMENT C.
CONTRACTOR’S BID FORM

TO: Victoria Amore, CPA, CFO
Manager, Finance and Purchasing
Walled Lake Consolidated Schools
850 Ladd Rd., Building D
Walled Lake, Michigan 48390

PROJECT: EDUCATIONAL SERVICES CENTER
850 Ladd Rd., Building D
Walled Lake, Michigan 48390

The Bidder, having examined the Bidding Documents (Project Manual dated June 16, 2019) and being familiar with all conditions affecting this proposed Project, hereby proposes to furnish all labor, material, tools, equipment, utilities, transportation and other facilities and services necessary to perform and complete the roof replacement and repair work indicated for this project in accordance with the Bidding Documents for the base bid and unit price sums indicated herein.

Roof Replacement

Roof Area A1: $________
Roof Area A3: $________
Roof Area B: $________
Mobilization: $________
Contingency Allowance: $10,000.00

Total bid for All Work: $________
UNIT PRICE SCHEDULE

The undersigned agrees that upon the Owner's approval, the Contract Base Bid Sum(s) may be altered by the Unit Prices indicated below. In preparing the unit price bids, include costs to provide the labor and material, permits, bonds, insurance, and all other items necessary to complete the indicated unit price work within the Contract start and completion dates (including quality control monitoring). Refer to the indicated technical specification sections for specific unit price work requirements.

Section 06 10 53 – Miscellaneous Rough Carpentry

Unit Price No. 1: Removal and replacement of existing damaged or deteriorated wood nailers and blocking, (or for use where presently not specified as field conditions may indicate) (per board foot): $___________

Unit Price No. 2: ¾-inch-thick plywood for use where presently not specified as field conditions may indicate (per square foot): $___________

Section 22 14 26 – Roof Drains

Unit Price No. 3: Cast iron roof drain strainer (each): $___________

Unit Price No. 4: Cast iron roof drain clamping ring (each): $___________

Unit Price No. 5: Cast iron roof drain assembly, including drain bowl, clamping ring, strainer, and accessories; cast iron (each): $___________

Unit Price No. 6: Roof drain inserts (each): $___________
ACKNOWLEDGEMENTS

1. The Bidder acknowledges:

   a. That this bid was developed without any collusion, undertaking, or agreement, either
directly or indirectly, with any other bidder or bidders to maintain the prices of
indicated work or prevent any other bidder or bidders from bidding the work.

   b. That required attachments are appended.

   c. That this bid will not be withdrawn for a period of 90 calendar days after the indicated
date for receipt of bids.

   d. Receipt of the following Addenda:

      Addendum No. ___ , dated ________

      Addendum No. ___ , dated ________

NAME OF BIDDER’S FIRM

ADDRESS

CITY/STATE/ZIP

TELEPHONE

AUTHORIZED CORPORATE OFFICER

Signature

Printed Name

Date
ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of ________________________ (the “Contractor”), pursuant to the familial disclosure requirement provided in the Walled Lake Consolidated School District’s (the “School District”) Request For Proposals For 2019 Roof Replacement Project, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District’s Board of Education Members and its Superintendent may be found at http://www.wlcsd.org.

List any Familial Relationships:

CONTRACTOR:

______________________________

By: ____________________________

Its: ____________________________

STATE OF ____________) ss.

COUNTY OF ____________

This instrument was acknowledged before me on the _____ day of ____________, 20__, by ____________________________.

, Notary Public

______________________________

My Commission Expires: ________________

Acting in the County of: ________________
ATTACHMENT C

IRAN ECONOMIC SANCTIONS ACT AFFIDAVIT OF COMPLIANCE
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (“Contractor”), pursuant to the compliance certification requirement provided in the Walled Lake Consolidated School District’s (the “School District”) Request For Proposals For 2019 Roof Replacement Project (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing any Work under the Contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

__________________________
Name of Contractor

By: ___________________________

Its: ___________________________

Date: ___________________________

STATE OF ________________

) ss.

COUNTY OF __________

This instrument was acknowledged before me on the _____ day of ______________, 20__, by ____________________________.

__________________________
, Notary Public

_______________ County, ________________________

My Commission Expires: _______________________

Acting in the County of _______________________

ATTACHMENT D

CONTRACT

I. This Contract (“Contract”) is made on ______________, 20__ (“Effective Date”), between WALLED LAKE CONSOLIDATED SCHOOL DISTRICT, a Michigan public school district (“School District”), whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390 and ________________________, a Michigan corporation (“Contractor”), whose address is __________________________________. The School District and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The School District issued a Request For Proposal ______________ dated ____________, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the “RFP”), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to ______________________________ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Work”).

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated ____________________, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor’s Proposal to the RFP. The Contractor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as Exhibit A (collectively referred to as the “Proposal”).

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal.

E. The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) Incorporation By Reference. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms
agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

(b) **Order of Precedence.** The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Attachments hereto;
2. The RFP, including the Specifications attached thereto; and
3. Contractor’s Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor’s Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. **TERM AND TERMINATION**

(a) This Agreement shall commence as of the Effective Date and all Work hereunder shall be completed no later than _________________ and shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material.

(c) Upon termination of this Contract by the School District for breach or default of the Contractor, the School District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

(d) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.
3. **WARRANTY**

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of one (1) year from completion of the Work and Contractor shall repair, at its own expense, any defects in its workmanship or materials discovered within one (1) year from the date of completion of the Work (“Substantial Completion”) authorized under this Contract. In the event Contractor fails to repair any such defect and the School District may be required to do so, then Contractor agrees to pay School District any expense incurred thereby.

4. **INSURANCE**

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

(a) Worker’s Compensation Insurance with statutory limits and Employer’s Liability Insurance with a minimum limit of $1,000,000 each occurrence.

(b) Comprehensive General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence and $3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.

(c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.

(d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each occurrence of bodily injury and property damage.

(e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.

(f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:
   1. A Best’s rating for each of your insurance carrier at A-VII or better,
   2. “Walled Lake Consolidated School District” is endorsed as an additional insured on the General Liability policies.
5. INDEMNIFICATION

(a) General Indemnification: Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with Contractor’s performance of this Contract and/or from Contractor’s violation of any of the terms of this Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under the Contract. This Paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Contractor’s insurance obligations contained in this Contract.

(b) Environmental Indemnification: While performing any Work under this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District’s property in violation of any applicable law or regulation. As used herein, the term “Hazardous Substances” shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) (“RCRA”), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. (“EPCRA”), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.
(c) **Compliance With Laws**: Contractor shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances relating the performance of its Work for, and completion of, its Work. Contractor shall comply with all applicable requirements of the state and federal occupational safety and health laws (OSHA and MIOSHA). Contractor shall obtain and pay for all necessary permits and licenses pertaining strictly to its work not already obtained by School District and shall comply with all county, city, state and federal laws and regulations relating to any such permits.

6. **CONTRACTOR’S COMPENSATION**

Based upon the School District’s RFP and the Contractor’s Proposal, the School District shall pay the Contractor for its Work as follows: $_________

7. **MISCELLANEOUS**

(a) **Notices.** All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

______________________________
______________________________

Attention:

______________________________
______________________________

Copy To:

______________________________
______________________________

If to the School District:  Walled Lake Consolidated School District
850 Ladd Road, Building D
Walled Lake, Michigan 48390
(b) **Assignment.** This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) **Severability.** If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) **Independent Contractor; No Joint Venture.** It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as a authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) **Modifications.** No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) **Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) **Pricing.** Prices quoted are to be F.O.B. to Walled Lake Consolidated School District. Contractor’s Compensation shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to the School District’s facilities.

(h) **Risk of Loss.** The Contractor shall assume all risk of loss for all supplies, materials and equipment or other components of the Contractor’s Work until all Work is completed and accepted by the School District.

(i) **Change Orders.** Neither the scope of the Work nor this Contractor’s Compensation may be modified of changed unless upon the written consent of the School District.

(j) **Clean Up.** Contractor agrees, at its own expense, to clean up and remove all debris, dirt, etc. resulting from the performance of its Work. After three days written notice to Contractor of its failure to clean up, the School District may clean up and deduct the cost thereof from any monies due Contractor; or if no monies are due, then to charge back against Contractor such clean-up, which charge Contractor hereby agrees to pay.

(k) **Limitation of Liability.** Contractor hereby assumes the entire liability for any and all damage or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, resulting from the performance of the Work and agrees to indemnify the School District from and against such loss and expense, in connection with the performance of the Work,
provided however, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING FROM THIS CONTRACT OR THE WORK.

(l) **Governing Law.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

(m) **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(n) **Performance and Labor and Material Payment Bonds.** Upon award of this Contract, Contractors whose Proposals are $50,000.00 or more will be required to furnish a Performance Bond and a Labor and Material Payment Bond, in forms satisfactory to the School District, in the amount of 100% of its Proposal by a Treasury listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Labor and Material Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. The cost of the Bonds shall be included in each Proposal and the Purchase Price contained herein. The Bonds shall, at a minimum, remain in effect for a period of one year from Substantial Completion of the Work. The Contractor shall submit both the Performance Bond and Labor and Material Payment Bond to the School District’s Manager of Finance and Purchasing within seven (7) days of the Effective Date of this Contract or prior to the start of the Work, whichever comes first.

(o) **Entire Agreement.** This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersede all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

**CONTRACTOR:**

By: ____________________________

Its: ____________________________

Date: ____________________________

**SCHOOL DISTRICT:**

By: ____________________________

Its: ____________________________

Date: ____________________________
EXHIBIT A

CONTRACTOR’S PROPOSAL
EXHIBIT B

PROJECT SCHEDULE