



**REQUEST FOR PROPOSAL
RFP #ORS2019
REDFORD UNION SCHOOLS, DISTRICT NO. 1
OWNER'S REPRESENTATIVE SERVICES**

October 8, 2019

Return Completed Proposal To:

Redford Union School District

Attn: Greg McIntyre, Assistant Superintendent of Business Services

Administrative Offices at Keeler

17715 Brady Street

Redford, MI 48240

Due Date: 2:00 p.m., Monday, November 4, 2019

I. INTRODUCTION TO PROPOSERS

A. Introduction

Redford Union Schools, District No. 1 ("School District") seeks to consider a contractual relationship with an experienced and qualified individual or company to provide complete Owner Representative Services to the School District in "Phase I" conduct a needs assessment and "Phase II" acting as a project manager with respect to anticipated Capital Improvement Bond Projects, in cooperation with the services of an Architect, Construction Manager and/or other applicable consultants obtained or approved by the School District.

Proposals must demonstrate an understanding of the scope of work and an ability to provide a full-range of Owner Representative Services related thereto in an efficient and cost-effective manner, while maintaining a high level of performance, professionalism, expertise, and reliability. The Proposer's duties shall be as set forth throughout this RFP, Appendix A and in any resulting contract. The Proposer should carefully review all terms prior to submitting a proposal. Additionally, given the potential complexity of the School District's Bond Projects, every aspect of required Owner Representative Services may not be detailed in the RFP, yet the Proposer shall perform such services as reasonably necessary for the Project and/or as are typically performed by an Owner Representative in the industry for a school project of similar size and complexity.

II. PROPOSAL INFORMATION

The date and time for receipt of Proposals is:

Monday, November 4, 2019 at 2:00 p.m.

2.1 Proposal Envelope. An opaque, sealed envelope containing your Proposal, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

REDFORD UNION SCHOOLS, DISTRICT NO. 1
OWNER'S REPRESENTATIVE SERVICES RFP
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and timely delivered to:

Redford Union Schools, District No. 1
Attention: Greg McIntyre
Assistant Superintendent of Business Services
RFP # **ORS2019**
Administrative Offices at Keeler
17715 Brady Street
Redford, MI 48240

2.2 Late Proposals. Any proposal received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Proposals received by facsimile transmissions or electronic mail will not be considered valid unless also received by mail or delivery by the stated deadline.

2.3 Original Proposal and Copies. Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer's firm. Additionally an electronic copy shall be provided to the contact person identified below. Oral, telephonic, telegraphic, facsimile, or email Proposals will NOT be accepted. Along with the original, signed Proposal, the Proposer shall also submit three (3) copies of the Proposal.

2.4 Opening of Proposals. The Proposals will be opened at the date and time stated above. No immediate decision will be rendered. Proposals will be opened publicly, at the date, time and location listed in the RFP Timeline table on page 5.

2.5 RFP Clarifications and Addenda.

- 2.5.1 Intent to Respond. Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an "Intent to Respond" to **Greg McIntyre** at mcintyg@redfordu.k12.mi.us with the subject line "Owner's Representative Services RFP Intent to Respond." The *Intent to Respond* shall include the name of the Proposer, the name of the contact person, and that person's email address. The School District intends to communicate with Proposers via email, including with respect to RFP clarifications and addenda. Those Proposers who fail to properly provide an *Intent to Respond* are not precluded from bidding, however, they will be solely responsible for obtaining any such information in an alternative manner.
- 2.5.2 Requests for Clarification. Proposers must examine this RFP and otherwise satisfy themselves as to the scope of the RFP and their respective responses. After submission of proposals, the School District will not entertain any complaint or claim that the terms of the RFP were misunderstood. Proposers may request clarification of information within the RFP. All such requests should be made in email to the email address provided below and with the **subject line "Owner's Representative Services RFP Request for Clarification."** The responses to any requests for clarification will be provided to all Proposers who filed an Intent to Respond or are otherwise on record with the School District as having received an RFP.

Greg McIntyre
Assistant Superintendent of Business Services
Redford Union Schools, District No. 1
Email: mcintyg@redfordu.k12.mi.us
PHONE CALLS WILL NOT BE RETURNED

- 2.5.3 Addenda. If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be emailed to all Proposers who filed an Intent to Respond in accordance with Paragraph 2.5.1 and will otherwise be available to all Proposers upon an appropriate request. All addenda shall become a part of the RFP. No Addenda shall be issued after the close of business **October 30, 2019**. Each Proposer bears responsibility for confirming prior to submitting a Proposal that it has received all issued Addenda. To avoid miscommunication, each Proposer should acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
- 2.5.4 Availability. Copies of this RFP and any associated addenda may be received from the Redford Union Schools, District No. 1 Administrative Offices between the hours of

8:00 a.m. and 4:30 p.m., Monday through Thursday, prior to the time and date specified above for the submission of Proposals.

2.6 RFP/Proposal Information Controlling. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any information that may have been previously provided to, or alternately obtained by, a Proposer. A Proposer noting any inconsistency between the information contained in this RFP and any information previously or alternately obtained should submit a request for clarification. No information communicated verbally or in writing to or from a Proposer shall be effective unless confirmed in writing in this RFP, an addendum to this RFP, a request for clarification response, or other another written response.

2.7 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The School District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the lowest bid. The School District reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal. The School District reserves the right, in its sole discretion (for this provision and for all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the School District on any awarded contract
- Submitting a Proposal determined by the School District to be unreasonable in price
- The Proposer is determined by the School District not to be a responsible Proposer
- Failure to furnish a bond or security as required by the RFP
- Any other reason deemed relevant by the School District and which is consistently applied

2.9 Release of Claims. Each Proposer submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

2.10 Proposer Bears Costs of Proposal. A Proposer is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting a Proposal, in otherwise responding to this RFP, or in any negotiations incidental to its Proposal or this RFP.

2.11 Modification or Withdrawal of Proposals.

2.11.1 Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original proposal sum.

2.11.2 No allowance will be made after proposals are received and opened, for oversight, omission, error or mistake by Proposer.

2.11.3 All proposals and any accompanying documents submitted by the submission deadline become the property of Redford Union Schools, District No. 1 and will not be returned.

2.12 Collusive Bidding and Relationship Disclosure.

2.12.1 The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

2.12.2 The Proposer shall submit a Conflict of Interest Affidavit in substantially the form attached hereto as **Attachment E**.

2.12.3 The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as **Attachment F**.

III. RFP PROCESS AND PROPOSAL REQUIREMENTS

3.1 The RFP shall be released and considered on the following schedule:

RFP Timeline	
Release of RFP	Tuesday, October 8, 2019
Pre-bid Meeting and Facility Tour	8:00 am EST Monday, October 21, 2019 Administrative Offices at Keeler 17715 Brady Redford, MI 48240
Deadline for Requests for Clarification	2:00 p.m., Monday, October 28, 2019
Written Question Response from Redford Union Schools	Wednesday, October 30, 2019
Intent to Respond	4:30 p.m., Thursday, October 31, 2019
Proposals Due	2:00 p.m., Monday, November 4, 2019 Administrative Offices at Keeler 17715 Brady Redford, MI 48240
Proposer Interviews	TBD
Contract Award by Board of Education	Monday, November 18, 2019
Commencement of Service	November/December 2019

The School District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers.

3.2 Proposal Response Guidelines. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will

enable the School District to determine the Proposer's overall qualifications. Each Proposal shall include the information identified below and any other information required by this RFP, but may also include any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

3.2.1 Original bid document and copies as required by Section 2.3.

3.2.2 **Letter of Transmittal** (*Maximum Length=1 page*)

The letter should briefly list the legal name of the company, a statement of its history, address of corporate headquarters, contact information of account executive, confirm major components of the work being proposed, and be signed by an individual that is authorized to bind the firm.

3.2.3 **Proposal Section 1.0 – Executive Summary** (*Maximum Length=3 pages*)

This part of the response to the RFP should be limited to a brief narrative highlighting the Proposer's proposal. The proposer should be sure to address the services requested in Phases 1 and 2, as outlined in Appendix A separately. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The summary should describe the following:

- Key differentiators in service offerings, account management, and value added services proposed by your company
- Your understanding of the scope of requirements and the level to which your proposal has met the requirements
- The summary should also specify the names of similar-sized education, government and other comparably-sized clients that have used the services being proposed
- High-level project execution plan
- Risk management considerations
- Cost by service type
- Value and outcomes delivered to Redford Union Schools, District No. 1

3.2.4 **Proposal Section 2.0 - Scope of Proposed Solution** (*Maximum Length=5 pages*)

Provide a description of the overall solution or methodology for **Owner's Representative Services** (including any software or other management systems in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation). Include a high-level description of the steps of how the services will be provided and any associated value added services solution that meets the requirements. Confirm that the solution being provided is comprehensive as defined in **Appendix A** of the Request for Proposal (**Owner's Representative Services Specifications**). The proposer should be sure to address the services requested in Phases 1 and 2, as outlined in Appendix A separately. In addition, describe the methodology for solution delivery and describe how Proposer stays up-to-date on all construction code, regulatory and other legal requirements related to school construction. Finally, describe the client relationship management approach (e.g., steering committee, status reporting).

The Proposal shall also (i) include background information and qualifications of the management professionals and other personnel who will be dedicated to the School District's project, including a list of proposed on-site staff, (ii) describe the chain of command and reporting relationships, and (iii) include an organizational chart. The Proposer shall identify the relevant experience of each management professional dedicated to the project, focusing on, but not limited to, public school construction

3.2.5 **Proposal Section 3.0 - Comprehensive List of Assumptions** (*Maximum length = 2*

pages)

Rather than have assumptions be scattered throughout the proposal, Redford Union Schools, District No. 1 requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of the RFP and/or associated services, including all categories of anticipated reimbursable expenses that it will expect to charge to the School District in addition to its fee.

3.2.6 Proposal Section 4.0 - Company Background/Customer List (*Maximum Length=5 pages*)

Proposer must provide the following information about its company so that Redford Union Schools, District No. 1 can evaluate the Proposer's financial stability and ability to support the commitments set forth in response to the RFP.

The Proposer should describe the company's background, including:

- How long the company has been in business.
- A brief description of the company size and organizational structure as it relates to services proposed.
- How long the company has been working with a) education clients; b) government clients; and c) commercial clients.
- Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint. It is not contemplated that workers' compensation or unemployment proceedings be discussed pursuant to this section.
- Proof of financial stability, including an audited financial report for the three most recent fiscal years.

3.2.7 Proposal Section 5.0 - Proposer Relationships or Potential Conflicts with Redford Union Schools, District No. 1

Describe any business relations that Proposer currently has or has had with Redford Union Schools, District No. 1; include relationships any parent, subsidiary, or other affiliate company may have with Redford Union Schools, District No. 1.

Please indicate if any employees, officers, directors, members, agents or consultants of Proposer are also an employee of Redford Union Schools, District No. 1.

3.2.8 Proposal Section 6.0 – Signature Page

Please refer to the RFP Template Attachment A

3.2.9 Proposal Section 7.0 – Bid Proposal

Please refer to the RFP Template Attachment B

3.2.10 Proposal Section 8.0 – Statement of Qualifications

Please refer to the RFP Template Attachment C

3.2.11 Proposal Section 9.0 – Ethical Standards Affidavit

Please refer to the RFP Template Attachment D

3.2.12 Proposal Section 10.0 – Conflict of Interest Affidavit

Please refer to the RFP Template Attachment E

3.2.13 Proposal Section 11.0 – Assurances and Certifications

Please refer to the RFP Template Attachment F

3.2.14 Proposal Section 12.0 – Certificate of Liability Insurance

Proposer to provide a copy of their insurance certificate with proposal

3.2.15 The Proposer shall specifically identify and explain any and all complaints or requested exceptions to its compliance with the requirements of this RFP and the form of Contract. **The failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP and Contract.**

3.2.16 Any proposal received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Proposals received by facsimile transmissions or electronic mail will not be considered valid unless also received by mail or delivery by the stated deadline.

3.2.17 For attachments, only the forms provided in the RFP packet are to be used. **Altered or substitute forms will not be accepted.**

3.2.18 ALL submitted documents must be typed or computer generated. **No handwritten proposals will be allowed.**

3.2.19 Any discussions with Redford Union Schools, District No. 1 personnel (other than as listed above) regarding this RFP while the RFP is in progress (from the time Proposer receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Proposer's proposal.

3.2.20 Redford Union Schools, District No. 1 reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

3.2.21 Receipt of proposal materials by Redford Union Schools, District No. 1 or submission of a proposal to Redford Union Schools, District No. 1 offers no rights against Redford Union Schools, District No. 1 nor obligates Redford Union Schools, District No. 1 in any manner.

3.2.22 Redford Union Schools, District No. 1 reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

3.2.23 Proposal must be signed by an officer of the Proposer who is legally authorized to obligate the Proposer to a contract.

3.2.24 All proposals shall be a matter of public record subject to the provisions of Michigan law.

3.2.25 In the event the district and/or district building, is closed due to unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the Redford Union Schools, District No. 1 is open.

3.3 Evaluation of Proposals.

- 3.3.1 All Proposers, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.
- 3.3.2 Redford Union Schools, District No. 1, at its sole discretion, shall determine whether particular Proposers have the basic qualifications to conduct the desired service for Redford Union Schools, District No. 1. In determining whether a Proposer possess the basic qualifications to operate, Redford Union Schools, District No. 1 may consider, but not be limited to, the following:
- (a) Cost data (price, price protection and total cost of ownership)
 - (b) Proposer's ability to meet the functional requirements of this RFP
 - (c) Proposer's adherence to applicable laws, ordinances, etc. and industry standards
 - (d) Proposer's commitment and experience in successfully performing similar agreements
 - (e) Proposer's general reputation for performance and service;
 - (f) Proposer's longevity of service (number of years) and previous experience;
 - (g) Years of continuous business;
 - (h) Proposer's compliance to the schedule of events including participation in pre-bid conference, RFP review meeting and walk through if applicable.
 - (i) Acceptability of product/services to the internal customer.
 - (j) Overall service quality
 - (k) Proposer's financial condition
 - (l) Meets Michigan Department of Education definition of fiscally reasonable expenditure.
 - (m) Proposer's willingness to comply with the proposed agreement with no objections.
 - (n) Value added proposals
 - (o) Flexibility in migrating to newer technology – movement between services without termination charges. Consideration will be given to Proposers that respond for multiple services.
- 3.3.3 Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
- 3.3.4 Award shall be made to the most responsible Proposer whose proposal is determined to be the most advantageous to Redford Union Schools, District No. 1 taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Redford Union Schools, District No. 1 and the Proposer.
- 3.3.5 Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
- 3.3.6 Redford Union Schools, District No. 1 reserves the right to accept or reject in part or in whole any or all proposals submitted. And also reserves the right to award only Phase 1 services or Phase 2 services, both or none. (see Appendix A)
- 3.3.7 Redford Union Schools, District No. 1 reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Proposer's price contained in the cost proposal.

- 3.3.8 Redford Union Schools, District No. 1 reserves the right to negotiate further with the successful Proposer. The content of the RFP and the successful Proposer's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
- 3.3.9 By submission of proposals pursuant to this RFP, Proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
- 3.3.10 A proposal in response to an RFP is an offer to contract with Redford Union Schools, District No. 1 based upon the terms, conditions, and scope of work and specifications contained in the RFP.
- 3.3.11 Redford Union Schools, District No. 1 has the right to use, as Redford Union Schools, District No. 1 determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.
- 3.3.12 Proposers must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
- 3.3.13 All proposals must be valid for at least **ninety (90)** days from the proposal submission date.
- 3.3.14 Proposals received after the specified date and time for proposal submission shall not be considered, but will be recorded, filed, and shall remain sealed.

3.4 Bid Protest Process

Bid protests are filed by Proposers because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Redford Union Schools, District No. 1 during the solicitation process. Common reasons for Proposers filing a bid protest include:

- The Proposer's proposal was rejected for invalid reasons.
- The Proposer awarded the resultant Contract did not comply with RFP specifications.

3.4.1 General Authority

Redford Union Schools, District No. 1 Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Redford Union Schools, District No. 1 departments, districts or agencies which are governed by Redford Union Schools, District No. 1's Board.

3.4.2 Protest Procedure

Upon a determination of Proposer selection from a bid process, the Purchasing Consultant will post a "Notice of Intent to Award" on Redford Union Schools, District No. 1's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Proposers will have three (3) business days from the date the notice is posted to file a formal bid protest with Redford Union Schools, District No. 1 Administrator or the designee.
- B. The bid protest, which must be received by Redford Union Schools, District No. 1 Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.

- C. Upon execution of the Master Agreement with the selected Proposer, Redford Union Schools, District No. 1 Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Proposer.
- D. If a Proposer's bid protest is appropriately filed, Redford Union Schools, District No. 1 Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, Redford Union Schools, District No. 1 has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Redford Union Schools, District No. 1 reserves the right to make an award when it is determined to be in the best interest of Redford Union Schools, District No. 1 to do so.
- F. Redford Union Schools, District No. 1 Administrator or designee will respond to all bid protests in a timely manner.

3.5 Contract Award and Requirements.

3.5.1 The Contract will be negotiated upon award. The School District may elect in its sole discretion to further negotiate the terms of with Proposers whose Proposals fall within a competitive range as determined by the School District.

3.5.2 The award of a Contract is contingent upon securing an acceptable Proposal, as determined within the School District's sole discretion. A Contract shall be binding and enforceable only upon the following conditions: (a) successful negotiation of terms in accordance with Section 2.4.1, if applicable, and (b) authorization by the School District's Board of Education.

3.5.3 Insurance.

3.5.3.1 The Proposer shall maintain insurance coverage set forth below, secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. The School District shall be named as an additional insured on all applicable policies. Proposer's insurance shall require a minimum of sixty (60) days notification to the District of cancellation or change in the policy. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy (or, minimally, a certificate of insurance) shall be provided to the School District prior to execution of the Contract and prior to performing any work on the Project.

3.5.3.2 The following types of insurance, limits of liability, and policy extensions are required of the Proposer:

- Comprehensive Commercial General Liability:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- Comprehensive Automobile Liability:
 - \$2 million combined single limit
- Workers Compensation and Employers Liability Insurance
 - At least at levels required by statute
- Professional Liability
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
- The Proposer shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable

no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Redford Union Schools, District No. 1, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to "XXXXXX, Title, Redford Union Schools, District No. 1, 17715 Brady Street, Redford, MI 48240."
- If any of the above coverages expire during the term of this contract, the Proposer shall deliver renewal certificates and/or policies to Redford Union Schools, District No. 1 at least ten (10) days prior to the expiration date.

3.5.4 The Contract, and any other contract between the parties based on this RFP, shall incorporate the terms of the RFP and accepted portions of the Proposer's response thereto. The Contract will be negotiated upon award and will be subject to: (a) the School District's ability, in its sole and absolute discretion, to negotiate the Contract's terms, and (b) any specific exception to the Contract terms agreed to by Proposer and the School District. In the event of any inconsistency between the Contract and the RFP and response, the provision that is most favorable to the School District (as determined in the School District's sole discretion) shall govern. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

IV. RFP TERMS

A. Indemnity

1. Indemnification and Hold Harmless – The Proposer shall indemnify and hold harmless Redford Union Schools, District No. 1, its officers, agents, and employees from:
 - a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Proposer, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Proposer, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- c) Redford Union Schools, District No. 1 will not indemnify, defend or hold harmless in any fashion the Proposer from any claims arising from any failure on the part of the Proposer, its employees or Proposers, regardless of any language in any attachment or other document that the Proposer may provide.
- d) The Proposer shall reimburse Redford Union Schools, District No. 1 any expenses incurred as a result of the Proposer's failure to fulfill any obligation in a professional and timely manner under the Agreement.

B. Adherence to Laws

The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and policies that apply to Michigan public schools and school building construction projects, particularly including the Revised School Code and the School Building Construction Act.

C. Default and Termination

1. In the event the Proposer shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, Redford Union Schools, District No. 1 may notify the Proposer of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Proposer as the manager or, in the case of notice by the Proposer, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Proposer in the proposal, or the address for Redford Union Schools, District No. 1 in the case of notice by the Proposer.
3. Failure on the part of Redford Union Schools, District No. 1 to notify the Proposer of default shall not be deemed a waiver by Redford Union Schools, District No. 1 of Redford Union Schools, District No. 1's rights on default of the Proposer and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from Redford Union Schools, District No. 1, the Proposer shall immediately correct such default. In the event the Proposer fails to correct the default to the satisfaction of Redford Union Schools, District No. 1, Redford Union Schools, District No. 1 shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Proposer of any liability to Redford Union Schools, District No. 1 for damages sustained by virtue of any default by the Proposer.
5. The Proposer agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Redford Union Schools, District No. 1 prevails, the Proposer shall pay all expenses of such action including Redford Union Schools, District No. 1's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
7. Termination of the Agreement by Redford Union Schools, District No. 1 upon default by the Proposer shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Proposer, and the bonds shall so specify.

D. Taxes

Redford Union Schools, District No. 1 is exempt from all federal, state and local taxes. Redford Union Schools, District No. 1 shall not be responsible for any taxes that are imposed on the Proposer. Furthermore, the Proposer understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Redford Union Schools, District No. 1.

E. Integration

All RFP documents and addendum, Proposer's response to this RFP, subsequent purchase orders, and contract with the successful Proposer contains the entire understanding between the parties.

F. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the Contract Term or cancellation of this Agreement.

G. Force Majeure

Timely performance is essential to the successful implementation and ongoing operation of the project described herein. Time is of the essence. However, neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

H. Non-Waiver of Agreement Rights

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Proposer by Redford Union Schools, District No. 1 should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

I. Patents, Copyrights and Proprietary Rights

The Proposer, at its own expense, shall completely and entirely defend R Redford Union Schools, District No. 1 from any claim or suit brought against Redford Union Schools, District No. 1 arising from claims of violation of United States patents or copyrights resulting from the Proposer or Redford Union Schools, District No. 1 use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. Redford Union Schools, District No. 1 will provide the Proposer with a written notice of any such claim or suit. Redford Union Schools, District No. 1 will also assist the Proposer, in all reasonable ways, in the preparation of information helpful to the Proposer in defending Redford Union Schools, District No. 1 against this suit. Redford Union Schools, District No. 1 retains the right to offset any amounts owed to Proposer in defending itself against claim. Following written notification of an infringement claim, Proposer may, at its expense and its discretion, either (a) procure for Redford Union Schools, District No. 1 the right to continue to use the alleged infringing product, (b) replace, modify or provide substitute product to Redford Union Schools, District No. 1 or (c) return all monies paid Redford Union Schools, District No. 1 under the terms of the Agreement.

J. Nondiscrimination by Proposers or Agents of Proposers

Neither the Proposer nor anyone with whom the Proposer shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Proposer responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Vendor of this Agreement.

K. Subcontractors

When using any subcontractors not stated in the Proposer's response to the RFP, the Proposer must obtain written prior approval from Redford Union Schools, District No. 1 for activities or duties to take place at Redford Union Schools, District No. 1's site. In using subcontractors, the Proposer agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Proposer.

L. Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over Redford Union Schools, District No. 1 enter a valid and enforceable order upon Redford Union Schools, District No. 1 which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive Redford Union Schools, District No. 1 of a material part of its Agreement with the Proposer. In the event this order results in depriving Redford Union Schools, District No. 1 of materials or raising their costs beyond that defined in this Agreement, Redford Union Schools, District No. 1 shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Proposer. Should the Agreement be terminated under such circumstances, Redford Union Schools, District No. 1 shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

M. Assignments

Redford Union Schools, District No. 1 and Proposer each binds themselves, their partners, agents, successors, those working in concert with them in any capacity, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

N. Proposer as Independent Contractor

It is expressly agreed that Proposer is not an agent of Redford Union Schools, District No. 1 but an independent contractor. The Proposer shall not pledge or attempt to pledge the credit of Redford Union Schools, District No. 1 or in any other way attempt to bind Redford Union Schools, District No. 1.

O. Non-Collusion Covenant

Proposer hereby represents and agrees that it will not and has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

P. Advertisement

The laws of the State of Michigan, Redford Union Schools, District No. 1 purchasing policies and the legal advertisement for contractors and purchases, are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

Attachments to RFP

Attachment A	Signature Page
Attachment B	Bid Proposal
Attachment C	Statement of Qualifications
Attachment D	Ethical Standards Affidavit (Must be notarized)
Attachment E	Conflict of Interest Affidavit (Must be notarized)
Attachment F	Iran Economic Sanctions Act Certification
Attachment G	Certificate of Liability Insurance (Proposer must provide)
Attachment H	Contract

Appendix

Appendix A	Owner Representative Services
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ATTACHMENT A – SIGNATURE PAGE

*This form must be returned, properly executed.
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for a Proposal made by Redford Union Schools, District No. 1, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of Redford Union Schools, District No. 1 nor 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 proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that Redford Union Schools, District No. 1 will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

Company: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Fax Number: _____

Date: _____

Are you a small business? Yes _____ No _____

Are you a minority business? Yes _____ No _____

If yes, list minority: _____

ATTACHMENT B – BID PROPOSAL

Additional pages may be added as needed to propose alternative solutions

Proposer: _____ Contact: _____
Address: _____ Proposer email: _____
Phone Number: _____ Fax Number: _____
Proposer web site: _____

Proposer shall provide necessary information including but not limited to the information below.
Proposer can attach additional pages as necessary to provide additional information or explanation.

Description	Unit Price
Phase I - Needs Assessment	\$
Phase II – Project Management	\$
Optional Alternates (if any)	
	\$
	\$

Additional Services: To be negotiated by the parties prior to performance, based on the following hourly rates (list as many positions and hourly rates your firm recommends based on the scope of work):

Position:	Hourly Rate:
_____	\$ _____
_____	\$ _____
_____	\$ _____

Estimated Number of Hours Budgeted for All Services: _____

Addenda:

Proposer to list all addendums received through this RFP.

Signature: _____

Date:_____

Print Name: _____

Title: _____

ATTACHMENT C – PROPOSER STATEMENT OF QUALIFICATIONS

Company Name: _____ Phone Number: _____

Company Address: _____ Fax Number: _____

Contact Name: _____

Contact Title: _____

Company website: _____ Email: _____

Number of years in business: _____

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List five (5) current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Reference Name #1:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #2:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #3:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #4:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #5:	
Address:	
Phone Number:	
Contact Name:	

Signature: _____ Title: _____ Date: _____

ATTACHMENT D – ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 20_____.

Notary Public _____

My commission expires: _____ Seal

ATTACHMENT E – CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following:

State that the bid 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 member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

☐ List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

☐ To the best of my knowledge, no conflict of interest exists.

Print name of Proposer: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

NOTARY: State of _____

County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 20____.

Notary Public _____

My commission expires: _____ Seal

ATTACHMENT F – IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the “Iran Economic Sanction Act” Public Act 517 for clarifications or questions. REDFORD UNION SCHOOLS, DISTRICT NO. 1 as a Michigan public entity is required to follow Public Act 517 of 2012.

Signature _____

Date _____

ATTACHMENT G – CERTIFICATE OF LIABILITY INSURANCE

**PROPOSER TO PROVIDE A COPY OF THEIR
ORGANIZATION'S INSURANCE CERTIFICATE**

ATTACHMENT H - CONTRACT

APPENDIX A – OWNER’S REPRESENTATIVE SERVICES SPECIFICIATIONS

I. Phase I – Needs Assessment

Scope of services include, but are not limited to, the following:

Conduct and document facility inspection/assessment walk-throughs with District staff of each site:

Real Property Listing for RFP

Building Name	Address	Sq. Ft.	General Description of Use
Redford Union High School	17711 Kinloch Redford MI 48240	208,612	Instructional
Hilbert Middle School	26440 Puritan Redford MI 48239	118,443	Instructional
Beech Elementary	19990 Beech Daly Redford MI 48240	103,996	Instructional
MacGowan Elementary	18255 Kinloch Redford MI 48240	51,219	Instructional
Stuckey ADT & EDT	26000 Fargo Redford MI 48240	45,795	Instructional
Beck Education Center	27100 Bennett Redford MI 48240	39,334	Instructional
Keeler Central Office / VERITAS/ 2 nd Chance	17715 Brady Redford MI 48240	55,867	Administrative / Instructional
Transportation Garage Complex	15111 Garfield Redford MI 48239	5,000	Non Instructional
Inter Faith / Old School House	18499 Beech Daly Redford MI 48240	6,701	Non Instructional

1. Determine student capacity for each building by grade level utilizing class size and enrollment projections provided.

2. Assess each building's potential for future growth, expansion and building consolidation/expansion. If building consolidation is feasible, develop estimated costs and savings as a result of consolidation.
3. Develop practical and realistic recommendations with budgets by year for maintenance, renovations and additions, based on condition assessments, life-cycle analysis, safety and regulatory considerations, space considerations, energy improvements and educational facility standards.
4. Recommend prioritization of needs that could include the following:
 - A. Building Space Needs**
 1. Early Childhood Educational Space
 2. Elementary and STEM Educational Space
 3. Middle School and STEM Educational Space
 4. High School and Early College/Technical/Career Center
 5. Administration and Training Center
 6. Beck Student Services Center
 7. Stuckey School
 - B. Building Infrastructure Needs**
 1. Heating Ventilation/Boilers and Air Conditioning Systems (HVAC)
 2. Building Automation Controls – HVAC
 3. Fire Alarm Systems
 4. Security, Monitoring and Access Control Systems
 5. Utility Services: Water and Sewer
 6. Pool Mechanical Equipment
 7. Roofing
 8. Parking Lots
 9. Lighting (including Auditorium)
 10. Main Electrical Distribution and Infrastructure
 11. Plumbing
 12. Technology Infrastructure
 13. Technology Equipment

C. Building/Structure Needs

1. Interior Wall Coverings and Painting
2. Floor Coverings
3. Exterior Painting
4. Window Upgrades
5. Exterior Masonry and Facade
6. Exterior Facility Landscaping

D. Technology

1. Security, Monitoring and Access Control Systems (District Wide)
2. Public Address Systems
3. Media Retrieval/Video Conferencing/Video on Demand
4. Auditorium Sound
5. Data Closets
6. Telephones

E. Athletic Fields and Facilities

1. Football Stadium
2. Athletic Fields (Baseball/Softball Practice)
3. Athletic Field Turf
4. Scoreboards
5. Fencing
6. Restroom Facilities
7. Tennis Courts – conversion to tailgate area
8. Gymnasium Floors
9. Middle School Athletic Facilities
10. Elementary School Playgrounds
11. Building and Grounds Facility/Storage
12. School Corporation Offices and Warehouse
13. Signage (District Wide)

14. Parking Lots and Drives (District Wide)

II. Phase II – Project Management

A. Project Planning/Evaluation and Programming

Assist in the Development of a final Project program that clearly identifies the size, cost, delivery method(s), and operational costs of the proposed Project. Activities shall include the following as reasonably required to complete the project:

- Development of final Project Scope
- Development of the phasing/delivery plan
- Development of a final Project budget
- Development of a final Project schedule
- Development of final site program
- During all Phases of the Project serve as the key liaison between Redford Union Schools, the commissioned architect, construction manager and/or general contractor. This service shall include, but shall not be limited to, the coordination of activities and resolution of any resulting problems and attendance and reporting of progress issues to the Board at their meetings as necessary.
- Provide input for the Project in all design stages as required. This service shall include, but shall not be limited to, input regarding product/material selections. Construction methodology to assure quality levels established by monitoring of budget established to address all possible cost savings while not reducing the Scope of Project or quality of design, and input regarding all cost estimates prepared by the architect, construction manager and/or general contractor as required by Redford Union Schools.

B. Architect, Construction Manager and/or General Contractor Selection

If and when applicable, assist Redford Union Schools in the selection of an architect, construction manager and/or general contractor selection to determine the most effective approach for the Project, keeping in mind to qualify, each must show successful K-12 Education renovation/multi-phased projects, including:

- Review the qualifications of the architect, construction manager and/or general contractor through evaluation of comparable work experience, staff credentials, reference checks, financial credibility and any prior relationship with Redford Union Schools.
- Assist Redford Union Schools with drafting and delivery of Request for Proposals (RFPs) to the architect, construction manager and/or general contractor.
- Participate as an advisor to Redford Union Schools in pre-bid conferences.
- Participate as an advisor to Redford Union Schools in interviews of the firms.
- Analyze proposals and qualifications and prepare executive summary in a comparative format.

- Provide a recommendation to Redford Union Schools of architect, construction manager and/or general contractor relative to the Project.
- Assist Redford Union Schools with development of the architect's, construction manager's and/or general contractor's contracts for the following:
 - Proposed Team/Staff Members
 - Responsibilities
 - Scope Changes
 - Payments and Invoicing
 - Instruments of Service
 - Standard of Care
 - Reimbursables
 - General Conditions
 - Budget Evaluation
 - Sole Sourcing
 - Schedules
 - Terms and Conditions
- Conduct same/similar process, as outlined above, for all other required consultants and vendors, as may be appropriate:
 - Engineering
 - Interior Design
 - Landscaping
 - Site Development/Civil Engineering
 - Demolition
 - Geotechnical and Material Testing

C. Design Process Oversight

Provide professional expertise and leadership by reviewing, analyzing, and presenting options for the design of Redford Union Schools' facilities through the schematic and design development process. Owner's Representative will continue working with the selected team and provide professional expertise to Redford Union Schools during the design development and construction documentation process. Activities shall include the following as reasonably required to complete the project:

- Confirm the Project schedule, arranging the time required for the design development, bidding, construction, and move-in and start-up phases
- Monitor architect's progress through the design process
- Schedule and attend progress meetings and produce meeting minutes
- Assist in the selection of finishes (carpeting, wall coverings, and lighting)
- Compare budget of preliminary design to Project budget
- Review design for consistency with original Project scope
- Assist the architect, construction manager and/or general contractor, interior designer, and other vendors in the ongoing value-engineering process to identify alternative construction methods or materials, reducing cost and/or construction time

- Assist in providing multiple constructability reviews and assist the architect and construction manager and/or general contractor in the process of preparing cost analyses
- Perform budget and schedule updates as necessary
- Assist in defining the scope for phased construction for the Project
- Assist in determining specifications for major long lead equipment such as air handling units; emergency generators, electrical transformers and switchgear
- Monitor trade, labor and construction market trends that could impact the cost or schedule for the Project
- Assess material and labor availability in the local marketplace and evaluate alternative systems and building products
- Identify material and assist in the preorder of items requiring long lead times for delivery
- Review architect, construction manager and/or general contractor invoices on behalf of Redford Union Schools and make recommendations for payment
- Develop and update final Project budget and schedule
- Review final drawings and bid packages
- Present progress updates to the Board at regularly scheduled meetings
- Identify and coordinate with the owner any governmental or quasi-governmental authorities having jurisdiction over the Project; assist in obtaining required approvals and permits.

D. Contractor Selection

Assist in the selection of the contractor(s) using a criteria-based selection in compliance with competitive bidding laws requiring selection of the "lowest responsible bidder" and applicable Board policies. Activities shall include the following as reasonably required to complete the project:

- Assist Redford Union Schools in evaluation contractor(s) selection methods to determine the most effective approach for the Project, keeping in mind to qualify, a contractor must be "responsible," which may take into consideration successful K-12 Education renovation/multi-phased projects
- Review the qualifications of the contractor(s) through evaluation of comparable work experience, staff credentials, reference checks, financial credibility and any prior relationship with Redford Union Schools
- Assist Redford Union Schools with drafting and delivery of Request for Proposals (RFPs) to contractor(s) and for posting and publication as required by competitive bidding laws
- Participate as an advisor to Redford Union Schools in pre-bid conference
- Provide assistance as required by the architect, construction manager and/or general contractor with the bidding phase of the Project. Possible tasks shall include, but shall not be limited to: review of the plans to insure compliance with the functional and operational needs, use of alternates to address areas of the work where cost versus budget may be in question, work with the architect, construction manager and/or general contractor to assure

good bid coverage, provide assistance to ensure compliance with competitive bidding requirements, including but not limited to bid advertising, and assist with the analysis of final bids to insure responsible pricing for the Projects has taken place

- If at any time the lowest bona fide estimate of costs, or the actual received bids and negotiated proposals, exceeds the Owner's fixed budget for the Project, Representative will assist in re-bidding at no additional cost to the Owner.
- Participate as an advisor to Redford Union Schools in interviews of the contractor(s)
- Analyze contractor bids and qualifications and prepare executive summary in a comparative format
- Provide a recommendation of the contractor(s) for the Project on a Project-by-Project basis. Assist Redford Union Schools with development of the contractor's contract and include the same in RFP for the following:
 - Proposed Team/Staff Members
 - Contractor's Responsibilities
 - Scope Changes
 - Payments and Invoicing
 - Instruments of Service
 - Reimbursables
 - General Conditions
 - Budget Evaluation
 - Schedules
 - Terms and Conditions
 - Based upon information gleaned from selection process, update Project budget and schedule
 - Prevailing Wage
 - Commissioning
 - Conflict of Interest Affidavit
 - Iran Economic Sanctions Act Certification

E. Construction Oversight

In order to have high predictability in the outcome, it will be necessary to have competent contractor(s) that are best suited for the Project. Once the contractor(s) is selected, Owner's Representative's activities shall include the following as reasonably required to complete the project:

- Schedule and attend a kick-off meeting to review project goals and objectives
- Assist and advise the team through construction process to meet Project objectives
- Assist in obtaining permits
- Define, schedule, attend and produce meeting minutes for weekly construction progress meetings
- Monitor Request for Information (RFI) logs, shop drawing submittal logs and facilitate issue resolution, if needed
- Oversee Project cost accounting and budget tracking process
- Monitor Project expenditures to ensure that the proposed budget is being met
- Provide change order tracking and facilitate issue resolution, including developing an accountability log that will be used for all change orders issued for the Redford Union Schools project that will indicate the source and cost of the any and all change orders (e.g., field condition, Owner initiated, Architect initiated, Construction Manager initiated, etc...)
- Update major milestone schedule for Project and identify potential conflicts
- Track Project budget including expenses to date versus total budget and remaining Project cost estimates
- Prepare monthly Project status reports for Redford Union Schools
- Assist in developing RFP and evaluate bids for signage, security systems, carpeting, wall coverings, and window coverings, and any other RFP required for completion of the Project, in accordance with competitive bidding requirements, if applicable
- Coordination of other vendor(s) activities with architect, technology designer, construction manager and/or general contractor and the contractors
- Review of payment applications from contractors and consultants (e.g., architect, construction manager) in accordance with contractual arrangements and make recommendations for payment
- Review and ensure timely receipt of insurance certificates, performance and payment bonds, waivers, sworn statements, and other contractor-required or consultant-required information.
- Assist in monitoring construction activities for timeliness, safety, general compliance with contract documents.
- Assist in evaluating disputes relating to contract interpretation and requirements.
- Review change order requests for cost, reason, need and responsibility.

- Review and comment on all safety measures proposed by each contractor, including those with respect to environmental conditions, if any, and make recommendations with respect to any changes thereto that Representative deems necessary or appropriate.
- Notify Owner if Representative becomes aware that the work of a contractor or consultant is not being performed in accordance with the requirements of the Contract Documents or industry standards
- Notify Owner when Representative believes the work under a construction contract is substantially complete and that a punch list should be prepared. Representative shall coordinate with the architect/designer and assist in its determination of the date of substantial completion.

F. Move Management, Building Commissioning and Project Closeout

Move Management

Identify the requirements to relocate and move staff and equipment to allow construction to proceed without interruption of work flow and to minimize down time. This process formally begins when building plans and specifications are ready for bidding. On behalf of Redford Union Schools, District #1 Owner's Representative will coordinate and oversee the process of advertising and soliciting bids from qualified moving vendors. Activities shall include the following as reasonably required to complete the project:

- Coordinate the logistics of the move with staff to minimize disruptions to operations
- Identification and prequalification of move vendors and write RFP
- Assist Redford Union Schools in obtaining and reviewing proposals from vendors
- Assist Redford Union Schools by providing on-site coordination during moves
- Assist in the procurement of temporary facilities, if required
- Provide recommendation to negotiate final mover contract
- Coordinate removal and placement of office, equipment and furniture prior to construction and upon completion of the Project
- Provide an occupancy checklist
- Develop a schedule for occupancy activities

Building Commissioning & Project Closeout

Monitor activities of the architect, construction manager and/or general contractor, and contractor(s) to ensure they complete their respective contractual obligations. Post construction services typically commence after construction is substantially complete. Owner's Representative will continue to advocate on behalf of Redford Union Schools to ensure the close-out procedures are completed in a timely manner. Activities shall include the following as reasonably required to complete the project:

- Identification of punch list items
- Monitor architect's, construction manager's and/or general contractor's completion of punch list activities

- Conduct final Project walk-through/inspections with the architect, construction manager and/or general contractor, to review compliance with the Contract Documents for quality of finished construction
- Coordinating of the delivery of warranties and guarantees certificates
- Submittal of release waivers of liens and sworn statements
- Coordination of building systems testing
- Assistance in obtaining occupancy permit
- Coordination of as-built drawings, and operational manuals
- Assistance in scheduling of training staff on building systems
- Provide call-back services for a period at least extending through the correction period

G. General Requirements

- Representative shall provide a report to the Owner at least monthly containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the time period covered by the report; (e) a summary of change orders made during the time period covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as Owner may reasonably request.
- Representative shall be available for questions and follow up either by telephone or via in-person site meetings with Owner, as the circumstances require.
- Representative shall help to develop positive working relationships with and among the Owner, architect, construction manager, general contractor, trade contractors and consultants.
- Representative shall provide all services that are reasonably incidental and attendant to the services identified in the Agreement, this Appendix 1, or the RFP, as well as any other services agreed to by the parties.