

**REQUEST FOR PROPOSAL**

**BUILDING LEASE**

**PROFESSIONAL OFFICE SPACE**

**OAKLAND COUNTY MICHIGAN WORKS**

**TROY SCHOOL DISTRICT**

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**REQUEST FOR PROPOSAL  
RFP 9825  
PROFESSIONAL OFFICE SPACE LEASE  
OAKLAND COUNTY MICHIGAN WORKS  
TROY PUBLIC SCHOOLS**

Troy Schools is accepting firm, sealed proposals for Professional Office Space to house Oakland County Michigan Works – Troy, to establish a five year building lease beginning November 1, 2016.

Specifications and proposal forms can be obtained online at <http://www.troy.k12.mi.us>. From the main page click the “Business Services” tab listed under “Departments”, then click “Purchasing” and go into the “Current Bids” tab, scroll down to locate and access the bid document.

Your proposal and two copies marked “Professional Office Space Lease” must be delivered no later than Monday, 1 p.m., August 29, 2016, Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 48083, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Any questions must be received no later than noon, Monday, August 22, 2016, at no other time prior to the RFP opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: [PurchasingOffice@troy.k12.mi.us](mailto:PurchasingOffice@troy.k12.mi.us).

All consultants submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the consultant submitting a proposal and any member of the Troy Schools Board or the Troy Schools Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department  
Troy School District  
Troy, MI 48083

## 1.0 OVERVIEW

This is a Request for Proposal with the primary objective of leasing professional office space to house the Oakland County Michigan Works – Troy. This annually renewed lease will begin November 1, 2016, and extend over a five year period, ending October 31, 2021.

## 1.1 INSTRUCTIONS TO VENDORS

Firm, sealed proposals and two copies, will be received by the Purchasing Department, Troy School District, for Professional Office Space, in accordance with the attached specifications.

## 1.2 RECEIPT OF PROPOSALS

Proposals will be submitted only on the forms provided and/or under separate cover as specified, and will be enclosed in a sealed envelope marked with the name of the vendor, the title of the work, the time, place and date due and must be delivered to: Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 48083, no later than 1 p.m., Monday, August 29, 2016, at which time all proposals will be publicly opened and read aloud immediately thereafter. Proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail proposals are invalid and will not receive consideration.

Proposals will be made in full conformity with all the conditions set forth in the specifications. Proposals will remain firm for a minimum period of 180 days following the date on which the proposals are opened. Any vendor may withdraw their proposal at any time prior to the scheduled time for receipt of proposals.

After proposals are opened, evaluated, and approved, a letter of award confirming acceptance will be sent to the selected vendor. It is the intent to review and award this proposal at the September 20, 2016, Board of Education regular scheduled meeting.

## 1.3 PRE-PROPOSAL QUESTIONS

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Any questions must be received no later than noon, Monday, August 22, 2016, at no other time prior to the RFP opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: [PurchasingOffice@troy.k12.mi.us](mailto:PurchasingOffice@troy.k12.mi.us).

## 1.4 TIMELINE

The District anticipates the following timeline and is prepared to exercise flexibility for the purpose of finding the right fit with a qualified vendor or for other purposes deemed to result in added value to the Professional Office Space Lease

RFP Released	Monday, August 15, 2016
Pre-proposal Questions Due	Monday, August 22, 2016 @ Noon
Proposals Due	Monday, August 29, 2016 @ 1:00 PM
Interviews	Begin August 30 – September 2, 2016
Board Award	Tuesday, September 20, 2016

## **1.5 FAMILIAL RELATIONSHIP AND IRAN ECONOMIC SANCTIONS**

All vendors submitting proposals must provide and attach both a familial disclosure and an Iran Economic Sanctions form. The proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the vendor submitting a proposal and any member of the Troy Schools Board of Education or the Troy Schools Superintendent. Also, vendors must provide a completed, sworn and notarized Iran Economic Sanctions affidavit. The District will not accept a proposal that does not include both of these sworn and notarized disclosure statements.

## **1.6 OWNER EXPECTATIONS**

The Owner is seeking a vendor with experience in providing similar staffing services to other educational institutions. It is anticipated that the selected vendor will have extensive experience.

## **1.7 PROPOSALS**

All blank portions of the proposal must be filled in. Each submitted proposal must include the legal name of the vendor and will be signed by the person(s) legally authorized to bind the vendor to a contract. If proposals are submitted by an agent, satisfactory evidence of agency authority is required.

## **1.8 ORAL PRESENTATIONS**

Certain selected vendors who submit proposals may be required to make an oral presentation of their proposal to the Owner. These presentations provide an opportunity for the selected vendors to clarify their written proposals and for the Owner to obtain additional information. It is expected that vendors will bring key staff who will work on the project to the presentations.

## **1.9 CONFIDENTIAL INFORMATION**

As a public entity, Troy School District is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

## **1.10 COMPLIANCE OF AWARDED VENDOR**

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the vendor's performance of its obligations under this contract. Prior to the issuance of a purchase order authorizing commencement of this project, and in all cases before beginning work under the contract, the awarded vendor will provide to Troy Schools adequate insurance per the requirements stated under Item 1.21.

## **1.11 RIGHT TO REQUEST ADDITIONAL INFORMATION**

The Owner reserves the right to request any additional information that might be deemed necessary after the completion of this document.

### **1.12 RIGHT OF REFUSAL**

The Board of Education reserves the right to accept or reject any or all proposals, in whole or in part; to award to other than the low vendor; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the owner.

### **1.13 COSTS**

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this request for proposal. Fees quoted must remain firm throughout this project except for changes in scope. All scope changes must be approved in writing in advance of the vendor performing the work. Fees quoted must include all expenses for this project.

### **1.14 FEDERAL OR STATE SALES, EXCISE, OR USE TAXES**

Troy School District is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property.

### **1.15 CONTRACT REQUIREMENTS**

The Troy School District considers this RFP legally binding and will require that this Request for Proposal and the resulting vendor proposal be included as addenda to any subsequent contracts between the vendor and the Owner. It should be understood by the vendor that this means The Troy School District expects the vendor to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the vendor proposals. Lack of exceptions listed on the “Exceptions to Specifications” form will be considered acceptance of all of the specifications as presented in the RFP.

### **1.16 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.

### **1.17 INCORPORATION BY REFERENCE**

Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the vendor’s proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

### **1.18 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 vendor by The Troy School District should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

### **1.19 NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR**

Neither the vendor nor anyone, with whom the vendor shall contract, shall discriminate against any person employed or applying for employment concerning the performance of the vendor 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.

### **1.20 EFFECT OF REGULATION**

Should any local, state, or national regulatory authority having jurisdiction over The Troy School District enter a valid and enforceable order upon The Troy School District 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 The Troy School District of a material part of its Agreement with the vendor. In the event this order results in depriving The Troy School District of materials or raising their costs beyond that defined in this Agreement, The Troy School District 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 vendor. Should the Agreement be terminated under such circumstances, The Troy School District shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

### **1.21 INSURANCE AND IDEMNIFICATION**

The vendor agrees to indemnify, hold harmless and defend The Troy School District and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of vendor employees or Agents. The promise to indemnify, defend and hold harmless shall not apply to liability which results from the sole negligence or willful misconduct of The Troy School District, its employees or agents. The vendor must provide The Troy School District adequate insurance throughout this project as follows: Satisfactory Workers' Compensation coverage and General Liability and Property Damage Insurance of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in Aggregate must be carried and paid for by vendor who undertakes the work on this contract. Insurance coverage must also include automobile insurance of at least \$1,000,000.00.

In addition, the vendor shall defend, indemnify, and hold harmless The Troy School District from and against the specific claims listed below in this section.

- A. Claims of all governmental authorities for taxes and penalties based upon the Vendor's employment of the individuals providing service to the Troy School District.
- B. Claims by an employee of vendor against The Troy School District for salary, wages, or benefits based upon the period of time employed by vendor.
- C. Claims by an employee of vendor against The Troy School District based upon Workers Compensation laws for an injury suffered while employed by vendor.
- D. Claims by suppliers of goods or services to vendor that such suppliers assert against the Troy School District.

## **1.22 STANDARD FORMS AND CONTRACTS**

Any forms and contracts the vendor proposes to include, as part of any agreement resulting from this RFP between the vendor and The Troy School District must be submitted as part of the proposal. Any forms and contracts not submitted as part of the RFP and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

## **1.23 QUALIFICATION**

The vendor must certify that they are not disbarred from doing business with the federal government. Registration on [www.sam.gov](http://www.sam.gov) is required.

## **1.24 NON-COLLUSION COVENANT**

The vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the vendor agrees that a duly authorized vendor representative will sign a non-collusion affidavit, in a form acceptable to Troy School District that the Consultant firm has received from Troy School District no incentive or special payments, or considerations not related to the provision of automation systems and services described in this Agreement.

## **1.25 SPECIAL NOTES**

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal. The Troy School District reserves the right to accept the vendor's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

## **1.26 CONTRACT AWARD**

It is the intent to award this Request for Proposal at the September 20, 2016 meeting of the Board of Education. After proposals are opened, evaluated and approved by the Board of Education, a letter of award confirming acceptance will be sent to the selected vendor. The contract in support of this award will be in the form of a purchase order mailed to the vendor.

## **2.0 SCOPE**

Troy School District is soliciting proposals from qualified vendors for the annual lease of professional office space to house the Oakland County Michigan Works – Troy. The length of this lease/contract will cover a five year period beginning November 1, 2016, annually renewed and contain conditions for termination of the lease without penalty costs or fees should federal funds or other applicable funding sources become unavailable.

### **Selection Process and Proposal Rating Criteria:**

The review and selection process will be based on the full description of the nature of services to be performed, experience, qualifications, quality customer service, reliability, and fee structure. Each responsive proposal will be scored on a 100 point scale based on the following factors and criteria:

**a. Location and proximity to client population - 50 points**

This criterion considers boundaries within the City of Troy, public transportation access and public parking access.

**b. Cost Reasonableness - 25 points**

This criterion includes a review of all costs associated with the lease agreement including lease changes, annual updates, lease extensions and increases in local government assessments and insurance.

**c. Lease requirements - 25 points**

This criterion includes obligations regarding updates to the property, maintenance responsibilities, general upkeep and repair of immediate and surrounding property. It also includes applicable provisions regarding indemnification, subrogation and other related liabilities between the lessor and lessee.

## **2.1 SPECIFICATIONS**

The RFP requires that the proposals must meet the following specifications:

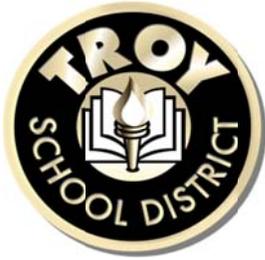
- No less than 7000 square feet, no more than 8,000 square feet
- Free public parking availability including at least one handicapped space
- Public transportation access within walking distance
- At least 4 bathrooms available for staff members and customers
- Kitchen facility with running water accessibility
- Accessibility to utilize internet, wireless and telephone technology systems

The contract shall contain conditions for termination of the lease without penalty costs or fees should federal funds or other applicable funding sources become unavailable.

### **Additional Proposal Contents;**

Description of the following:

- Building specifications including square footage, utility location and access, single unit or multi-unit business
- Cost proposal (i.e. rent and complete listing of pass-through, if any, including a 2 year cost history of those items)
- Proposed schedule of work and deadlines to ensure space availability
- Readiness of facility



**DUE:** Monday, August 29, 2016 @ 1:00 pm  
**PROPOSAL:** RFP 9825 Professional Space Office

*PROPOSAL FORM*

We propose to furnish Professional Office Space Services for Troy School District in accordance with the specifications:

Total Square Feet \_\_\_\_\_

Lease cost for 2016-17            \$ \_\_\_\_\_

Lease cost for 2017-18            \$ \_\_\_\_\_

Lease cost for 2018-19            \$ \_\_\_\_\_

Lease cost for 2019-20            \$ \_\_\_\_\_

Lease cost for 2020-21            \$ \_\_\_\_\_

BIDDER'S FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX # \_\_\_\_\_

SIGNED BY \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_



**SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT**

**FAMILIAR DISCLOSURE AFFIDAVIT**

The undersigned, the owner or authorized office of the below-named contractor (the ‘Contractor’), pursuant to the familial disclosure requirement provided in Troy Schools Request for Proposals, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Troy School Board or the Troy School Superintendent. A list of the School District’s Board of Education Members and its Superintendent may found at <http://www.troy.k12.mi.us>.

List any Familial Relationships:

**Contractor:**

\_\_\_\_\_  
Print Name of Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn before me, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_, a Notary Public  
in and for \_\_\_\_\_ County, \_\_\_\_\_

Seal:

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District’s Request For Proposal, the “RFP”, hereby certifies, represents, and warrants that the Company and 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 the Company is awarded a contract by Troy School District as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company 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 two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy 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 the it is determined that the person has submitted the false certification.

**Contractor:**

\_\_\_\_\_  
Print Name of Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn before me, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_, a Notary Public  
in and for \_\_\_\_\_ County, \_\_\_\_\_

Seal:

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

BY (SIGNATURE) \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**RFP 9825 Professional Office Space  
Building Lease - Mi Works - Troy Location  
Tabulation**

<b>Vendors</b>	<u>Robbins Investments LLC</u>	<u>Square Feet</u>	<u>Cost Per Square Foot</u>	<u>Thomas Duke Company</u>	<u>Square Feet</u>	<u>Cost Per Square Foot</u>
Lease Cost for 2016-17	\$104,916.00	7,494	\$14.00	\$147,000.00 - \$168,000.00	7,000 - 8,000	\$21.00
Lease Cost for 2017-18	\$106,789.50	7,494	\$14.25	\$150,500.00 - \$172,000.00	7,000 - 8,000	\$21.50
Lease Cost for 2018-19	\$108,663.00	7,494	\$14.50	\$154,000.00 - \$176,000.00	7,000 - 8,000	\$22.00
Lease Cost for 2019-20	\$110,536.50	7,494	\$14.75	\$157,500.00 - \$180,000.00	7,000 - 8,000	\$22.50
Lease Cost for 2020-21	\$112,410.00	7,494	\$15.00	\$161,000.00 - \$184,000.00	7,000 - 8,000	\$23.00

*Note: All bid amounts do not include monthly electric expenses.*