



**REQUEST FOR PROPOSALS  
FOR  
FACILITY UTILIZATION STUDY**

**RFP #23-1220  
ISSUE DATE: December 7, 2022**

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

**I. OVERVIEW**

**1.1. PURPOSE**

Walled Lake Consolidated Schools (the “School District”) is requesting proposals from qualified educational consultants and/or architectural/engineering firms to conduct a school district configuration and facilities use study (the “Study”).

The Study will identify, justify, and recommend actions to more effectively and efficiently utilize School District resources while reducing School District expenses. The result will maximize opportunities for student achievement to deliver the best instructional program possible within the School District’s financial resources. Experience in the Pre K-26 educational field would be preferred.

**1.2. SELECTION TIMELINE**

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

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

Issuance of this RFP	December 7, 2022
Deadline for written Requests for Clarifications	4 p.m., December 16, 2022
<b>DUE DATE FOR PROPOSALS</b>	<b>2:00 p.m., December 20, 2022</b>
Opening of Proposals (850 Ladd Rd, Bldg. D, Walled Lake, MI 48390)	2:00 p.m., December 20, 2022
Recommendation of bid award to Board of Education	January 12, 2023
Consultant recommendations due to Superintendent	March 15, 2023
Facility utilization study recommendation to Board of Education	April 4, 2023

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

**II. SUBMISSION OF PROPOSALS**

**2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

The Due Date for receipt of Proposals is:

**Tuesday, December 20, 2022 at 2:00 p.m. EDT (the “Due Date”)**

**2.1.1. Bid Form:** Bids will be accepted in hard copy format, subject to the instructions in paragraphs 2.1.2 through 2.1.5, or in electronic format via BidNet Direct, subject to the instructions in paragraph 2.1.6.

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

SEALED PROPOSAL ENCLOSED  
RFP #23-1220 – Facility Utilization Study  
[Consultant’s Name]  
[Consultant’s Address]  
[Consultant’s Telephone Number]

The envelope must also be addressed and delivered as follows:

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

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

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

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

**2.1.6. Electronic Bid Submission:** Electronic bids shall be submitted via BidNet Direct (<https://bidnetdirect.com>). Each Bid must be submitted by an authorized member of the Bidder’s company. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Bids will be accepted. Each Bid must be submitted through BidNet Direct Electronic Bid Submission System.

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

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

- 2.1.9. E-Mail Clarifications:** The School District intends to communicate with Consultants via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.
- 2.1.10. Additional Requests For Clarification:** Prospective Consultants may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **4 p.m. on December 16, 2022**. All Requests For Clarification must be directed to Bill Chatfield, Director of Operations, at [WilliamChatfield@wlcso.org](mailto:WilliamChatfield@wlcso.org) with a copy to Victoria Amore, Manager of Finance and Purchasing, at [VictoriaAmore@wlcso.org](mailto:VictoriaAmore@wlcso.org) (Subject Line: RFP #23-1220 Facility Utilization Study Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Consultant’s responsibility to check the School District’s website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.
- 2.1.11. Restrictions On Communication:** From the issue date of this RFP until a Consultant is selected and the selection announced, a prospective Consultant shall not communicate about the subject of this RFP or an Consultant’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for the interview process, additional Requests For Clarification in accordance with Paragraph 2.1.8 above, or as otherwise required by applicable law.
- 2.1.12. Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District’s website and all addenda shall become a part of this RFP. Each Consultant must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Consultant to receive or acknowledge receipt of any addendum shall not relieve the Consultant of the responsibility for complying with the terms thereof.
- 2.1.13. RFP/Proposal Information Controlling:** The School District intends that all Consultants shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Consultant shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 2.1.14. Proposal Evaluation:** Oral interviews/presentations/samplings/site visits could be requested of Consultants deemed by the District to be the best suited among those submitting Proposals. Determination of best suited candidates will be at the

sole and absolute discretion of the District and the District's decision shall be final. After presentations have been completed, the District may select the Consultant(s) which, in its opinion, has made the Proposal that is the most responsive and most responsible to move forward with the negotiation process. The District will notify Bidders when/if the interviews will take place.

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

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

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

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

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

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

## **2.2. PROPOSAL REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by each Consultant and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1 and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Study requested under this RFP shall be

provided by the successful Consultant (the “Contract” and referred to throughout the Contract as the “Agreement”) (See also Section 3.1 of this RFP). The Contract contains many details relative to the Study requested by the School District, the terms and conditions under which the Study shall be provided by the Consultant, and should be reviewed carefully by each Consultant prior to submitting a Proposal.

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

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

- 2.2.1** A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Consultant, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Consultant’s opinion are not applicable to, the Consultant.
- 2.2.2** References – Each Proposal must include detailed evidence that the Consultant is currently providing similar projects for other Pre K-26 public school districts or educational institutions. The Consultant must provide this information, including contact names, addresses, phone numbers and type and scope of work provided. This should include school districts of similar size and scope as the School District and shall be for whom the Consultant has been engaged since January 1, 2015.
- 2.2.3** A copy of a Facility Utilization Study that the Consultant previously prepared for a School District.
- 2.2.4** Evidence of the Consultant’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Consultant and the School District. Refer to the form of Contract (**ATTACHMENT D**) for insurance requirements.
- 2.2.5** Demonstrate that the Consultant understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.
- 2.2.6** A completed Proposal Pricing Form provided as **ATTACHMENT A**.
- 2.2.7** A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.

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

**2.3. SCOPE OF WORK**

**2.3.1.** Perform a study of the School District’s grade level and school configurations to include a general instructional program review to include Pre-K through Age 26 grade level configuration options.

**2.3.2.** Develop an understanding of the use of the School District’s facilities to support the instructional program.

**2.3.2.1.** Review existing policies and practices that deal with school utilization.

**2.3.2.2.** Analyze the School District’s facility costs.

**2.3.2.3.** Determine the School Districts’ school building capacity and individual room utilization.

**2.3.3.** Review the demographic trends of the School District’s current and future student enrollment patterns.

**2.3.3.1.** Review and analyze the School District’s student enrollment data.

**2.3.3.2.** Establish and examine trends that should be considered in future school utilization decisions.

**2.3.3.3.** Review and analyze the existing School District secondary option areas.

**2.3.4.** Conduct two (2) public meetings to solicit input, gather information, and provide feedback on the study by mid-March 2023.

**2.3.5.** Develop a utilization plan recommendation.

**2.3.5.1.** Compare school capacity with demographics (specifically current and projected enrollment).

**2.3.5.2.** Identify concerns regarding the utilization of schools.

**2.3.5.3.** Identify and evaluate opportunities for more effective and efficient utilization of all School District facilities.

**2.3.5.4.** Develop short-term, intermediate, and long-term recommendations.

**2.3.6.** Provide progress reports to the Board of Education before final recommendation is made. Conduct community presentations, as required.

**2.3.7.** The research, finding, and recommendation, under the contract resulting from this RFP, must be completed no later than March 15, 2023.

**2.4. EVALUATION OF PROPOSAL AND AWARD CRITERIA** – The following criteria will be used in the evaluation of the proposals:

- 2.4.1.** Demonstrated understanding and approach to the successful completion of the study.
- 2.4.2.** Ability to conduct assessments of the School District’s current facilities and an assessment of better utilization and savings to the School District
- 2.4.3.** Ability to obtain public input, feedback, and acceptance of the study.
- 2.4.4.** Qualifications and experience of specific personnel performing the study, including experience with Pre K – 26.
- 2.4.5.** Past performance/customer satisfaction evaluation of similar work performed.
- 2.4.6.** Fee schedule and proposed expenses for the completed study.
- 2.4.7.** Other skills and services that will positively impact the study.

**2.5. SCHOOL DISTRICT AND COMMUNITY INFORMATION**

**2.5.1. School District Overview:** Walled Lake Consolidated School District is the largest public school district in Oakland County, Michigan, with a student population of approximately 12,200 students from pre-school through 12<sup>th</sup> grade and up to age 26 for certain special needs students. The School District is composed the following buildings:

**Elementary Schools**

- Commerce Elementary
- Glengary Elementary
- Hickory Woods Elementary
- Loon Lake Elementary
- Oakley Park Elementary
- Walled Lake Elementary
- Dublin Elementary
- Mary Helen Guest Elementary
- Keith Elementary
- Meadowbrook Elementary
- Pleasant Lake Elementary
- Wixom Elementary

**Middle Schools**

- Sarah Banks Middle School
- Clifford H. Smart Middle School
- James R. Geisler Middle School
- Walnut Creek Middle School

**High Schools**

- Central High School
- Northern High School
- Western High School



### **Other Buildings**

- Walled Lake Early Childhood Center
- Educational Services Center
- Twin Sun Early Childhood Center
- Operations/Transportation
- Outdoor Education Center

**2.5.2. Community Overview:** The School District, located in southwestern Oakland County, encompasses more than 55 square miles and includes all or part of nine governmental units. Students come from Walled Lake, Commerce Township, Farmington Hills, Orchard Lake, Novi, Wixom, West Bloomfield Township, White Lake Township, and the Village of Wolverine Lake.

Oakland County has a population of approximately 1,253,459 (2020 estimate) and covers approximately 910 square miles of both urban and rural communities. There are thirty-two (32) downtown areas and many scenic nature settings, including approximately 1,468 lakes and the headwaters of five major rivers: the Clinton, Huron, Rouge, Shiawassee, and Flint Rivers. Residents may take advantage of many summer and winter recreational opportunities.

From Oakland County's 37<sup>th</sup> Economic Outlook Report published in April 2022, Oakland County is one of the most populous and prosperous counties in Michigan and enjoyed a strong rebound from the COVID-19 pandemic and recession during 2021 and is poised for further growth over the next three years.

**2.5.3. Support Services.** Social Services available within the school community and in surrounding counties. Local agencies include "Michigan Works" Career Center, The Oakland County Welfare Department, Beaumont Hospital and Treatment Center, The American Red Cross, Goodfellows, Lakes Area Youth Assistance, YMCA, and The Huron Valley Hospital.

## **III. CONTRACTUAL OBLIGATIONS**

### **3.1. FORM OF CONTRACT**

**3.1.1. Form of Contract:** This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Consultant shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Study required under this RFP, as well as the terms and conditions under which the Study shall be provided by the successful Consultant. The Contract should be reviewed carefully by each Consultant prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Consultant relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Consultant and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the

Consultant's opinion are not applicable to the Consultant, provided however, that exceptions or special conditions of the Consultant will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Consultant by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Study.

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

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

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

**3.1.1.4. General Indemnification:** Consultant shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, Consultants, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Consultant's performance of the Contract and/or from Consultant's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Consultant, its officers, directors, employees, successors, assignees, Consultants and agents; (ii) any breach of the

terms of the Contract by the Consultant, its officers, directors, employees, successors, assignees, Consultants and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Consultant, its officers, directors, employees, successors, assignees, Consultants and agents under the Contract. The Consultant shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Walled Lake Consolidated School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

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

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

i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other

party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Consultant shall immediately provide the School District with any and all documentation regarding the Study.

- 3.1.1.7. Pricing:** Prices quoted are to be F.O.B. to Walled Lake Consolidated Schools. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Consultant to destinations indicated in the Proposal.
- 3.1.1.8. Taxes:** The School District is exempt from taxes. The Consultant, if awarded a contract for this Study, shall be responsible for all sales and use taxes, as applicable to this work.
- 3.1.1.9. Proposal Withdrawal:** Consultants may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

#### **IV. PROPOSAL**

##### **4.1. PROPOSAL FORMS**

Each Consultant shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Consultant for evaluation of its Proposal.

##### **4.2. PROPOSAL CHECKLIST**

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

- 4.2.1.** Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Consultant, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Consultant.
- 4.2.2.** List of Consultant's References (Pre K-26 references preferred) with which Consultant has contracted to perform Study or services similar to the Study described herein since January 1, 2015. The Consultant must provide this information, including contact names, addresses, phone numbers and type and scope of Study/services provided.

- 4.2.3. Provide one (1) copy of a Facility Utilization Study that your firm created for a School District.
- 4.2.4. Consultant's Verification of addenda to the RFP, if any.
- 4.2.5. Evidence of the Consultant's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Consultant and the School District.
- 4.2.6. A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B.**
- 4.2.7. A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C.**

**ATTACHMENT A**

**PROPOSAL PRICING FORM – FACILITY UTILIZATION STUDY RFP #23-1220**

**CONSULTANT INFORMATION:**

**COMPANY NAME:**

**CONTACT PERSON:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**TELEPHONE NUMBER:**

**E-MAIL ADDRESS:**

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**A. CONSULTANT PRICING**

The undersigned agrees to the performance of the Study as stated within the RFP for the base bid sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

The dollar amounts above must be in both word and figure format to prevent discrepancies.

**B. ACKNOWLEDGEMENT OF ADDENDA TO RFP**

The Consultant acknowledges receipt of the following addenda:

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ dated \_\_\_\_\_

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Consultant(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Consultants in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Study in strict accordance with this Request For Proposal, the Contract and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

My signature certifies the Consultant is not suspended or debarred from federal procurement.

I hereby certify that I am authorized to sign as a Representative for the firm.

**CONSULTANT HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF RFP #23-1220 FACILITY UTILIZATION STUDY.**

Name of Consultant: \_\_\_\_\_

\_\_\_\_\_  
(Signature/Principal)

\_\_\_\_\_  
(Name Printed)

Date: \_\_\_\_\_

**ATTACHMENT B**

**FAMILIAL DISCLOSURE AFFIDAVIT**

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

List any Familial Relationships:

**CONSULTANT:**

\_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_  
, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_





**ATTACHMENT D**

**CONTRACT**

## CONTRACT

I. This Contract (“Contract”) is made on \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), between **WALLED LAKE CONSOLIDATED SCHOOL DISTRICT**, a Michigan general powers school district (“School District”), whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390 and \_\_\_\_\_, a limited liability company (“Consultant”), whose address is \_\_\_\_\_. The School District and Consultant may each be referred to herein as a “Party” and collectively as the “Parties.”

### RECITALS

A. The School District issued a Request For Proposal For Facility Utilization study dated \_\_\_\_\_ (the “RFP”), the purpose of which was to solicit proposals from qualified Consultants to conduct a school district configuration and facility use study in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Study”).

B. In response to the RFP, the Consultant submitted to the School District a Proposal dated \_\_\_\_\_, to perform the Study contemplated by the RFP.

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

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

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

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

#### **1. RESTATEMENT CONSTITUTES THE CONTRACT**

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

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

This Contract, including all Attachments hereto;  
The RFP, including the Specifications attached thereto; and  
Consultant's Proposal.

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

## **2. TERM AND TERMINATION**

(a) This Agreement shall commence as of the Effective Date and all work hereunder shall be completed no later than March 15, 2023.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Consultant to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Consultant pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Consultant under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Consultant for any incidental or consequential damages or lost profits, or costs incurred for work not actually performed.

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

## **3. WARRANTY**

The Consultant warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of one (1) year from completion of the Work.

#### **4. INSURANCE**

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

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

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

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

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

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

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

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:

1. A Best's rating for each of your insurance carrier at A-VII or better,
2. "Walled Lake Consolidated School District" is endorsed as an additional insured on the General Liability policies.

#### **5. CONSULTANT'S COMPENSATION**

Based upon the School District's RFP and the Consultant's Proposal, the School District shall pay the Consultant for its Work as follows: \$\_\_\_\_\_.

**6. MISCELLANEOUS**

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

If to the Consultant:

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Attention:

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Copy To:

If to the School District:      Walled Lake Consolidated School District  
Attn: Manager of Finance & Purchasing  
850 Ladd Road, Building D  
Walled Lake, Michigan 48390

**(b) Assignment.** This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, or any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

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

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

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

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

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

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

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

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

**CONSULTANT:**

**SCHOOL DISTRICT:**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**



**EXHIBIT B**

**PROJECT SCHEDULE**

**ATTACHMENT E**  
**SPECIFICATIONS**