

**INVITATION TO SUBMIT PROPOSAL
FOR SURVEYING SERVICES
WOODHAVEN – BROWNSTOWN SCHOOL DISTRICT**

Woodhaven - Brownstown School District is soliciting proposals from surveyors to produce a final property survey(s), suitable for title purposes, for tract(s) of existing land use and for potential sale.

Consultants shall be selected by a committee based on an evaluation of the most advantageous technical proposal, price, and other factors. Proposals shall be evaluated on the basis of the following criteria:

- Prior experience and familiarity with similar projects.
- Consultant's professional qualifications, availability and experience of key personnel working on the project.
- Understanding of project scope of work along with a good technical approach and work program.
- Cost/Fee Proposal.

Sealed RFP responses must be received by the Business Office no later than 3:00 pm on Friday, November 1, 2013. For additional information, contact Mr. Thomas S. Wall at wallt@WBSDweb.com.

Proposals (One unbound original, one bound copies and shall be submitted, in a sealed envelope, to:

Thomas S. Wall, Assistant Superintendent
Woodhaven – Brownstown School District
24821 Hall Road
Woodhaven, MI 48183

“The Title of this Request for Proposal shall be written on the outside of the envelope”

Candidates are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions shall be issued by addenda delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written addenda shall be binding. Oral interpretations, statements or clarifications are without legal effect.

The right to reject any or all proposals and to waive immaterial formalities is reserved by the District.

The District assumes no responsibility and liability for costs incurred by the Candidates prior to the issuance of an agreement. The liability of the District shall be limited to the terms and conditions of the contract. Candidates shall assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the District, are not to be billed and will not be paid. Any contract entered into between the Contractor and the District must be in accordance with and subject to compliance by both parties with Michigan law.

The successful Candidate must agree to comply with the nondiscrimination provisions and all other laws and regulations applicable to the performance of services there under. The Candidate shall sign and acknowledge such forms and certificates as may be required by this section.

The District shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the District to the Candidate for the purpose of assisting the Candidate in the performance of this contract. All such items shall be returned immediately to the District at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the District, be disclosed to others or used by the Candidate or permitted by the Candidate to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the District upon completion of the project. The Candidate shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the District. All information supplied to the District may be required to be supplies on CD-ROM media compatible with the District's computer operating system.

Termination: If, through any cause, the Candidate shall fail to fulfill in a timely and proper manner obligations under the contract or if the Candidate violates any requirements of the contract, the District shall have the right to terminate the contract by giving written notice to the Candidate of such termination at least ten (10) days prior to the proposed effective date of the termination, unless the contract contains more favorable terms to the District. Such termination shall relieve the District of any obligation for the balances to the Candidate of any sum or sums as set forth in the contract. The District shall have the right to terminate this contract for any reason upon 30 days written notice to the Candidate.

Bidder Qualifications

Respondents shall provide a statement setting forth brief details of the firm's principal activities and the firm's location. Provide a list of at least three (3) clients in Michigan for whom services in similar size and scope have been provided. Include the following in your response:

- Name of agency; contact person's name, position and current telephone number.
- Dates, scope of services provided, total cost of services.
- Candidates shall provide the identity and credentials of the principals and other key personnel working on this project, and their areas of expertise, including a copy of their active Michigan surveyor's license.

Evaluation Criteria

The criteria considered in the evaluation of each proposal are listed below. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select a vendor most advantageous to Morris District.

- **Prior experience and familiarity with similar projects for Woodhaven - Brownstown School District:**
Expertise of the respondent shall be demonstrated by past contract successes with the District, or other organizations, for land survey services. The respondent will be evaluated on knowledge, experience, and successful completion of projects/services similar to that requested in the Scope of Services.
- **Consultant's professional qualifications, availability and experience:**
Proposal shall document industry and/or program experience, as well as experience in performing similar work. Demonstrate availability and experience of key personnel working on the project. Demonstrate survey performance of the various types of Real Estate such as residential, commercial, industrial, agricultural, vacant land and special purposes. Agricultural and vacant land experience will be emphasized.
- **Understanding of Project Scope of Work:**
The respondent is expected to have a broad understanding of surveying and the specifications required in the Scope of Services.
- **Cost / Fee Proposal**
Price and its component charges, fees, etc. shall be adequately explained and documented. Proposal shall include quality control and assurance programs. Proposal shall identify sufficient stability and resources to meet obligations.

Scope of Services

All survey work must be performed in accordance with Michigan laws and administrative codes pertaining to land surveying and other laws pertaining to this professional activity as may be amended or newly enacted.

The Surveyor will survey the parcel of land, block and lot, or portion thereof, as shall be set forth and otherwise described in the **EXHIBIT B** attached hereto. Base bid will be a Boundary Survey.

Draft versions of survey should be sent electronically to Thomas Wall, Assistant Superintendent of the Woodhaven - Brownstown School District for review and potential revisions *prior* to final printing.

Maple Grove Vacant property special instructions: Surveyor will provide the necessary documentation to split the Maple Grove vacant property per District's direction pertaining to Michigan and local laws. An easement recorded on the south side of the property from the Service Center to Telegraph Road should be marked on the survey. District will hold meeting prior to survey being completed on this specific parcel.

The final survey shall include the following:

Four copies of the prepared survey with formal seal

One copy of a survey reduction on 8.5" x 14" plain paper.

One copy of the digital survey in electronic format on CD containing only the following selected spatial features: the surveyed parcel property lines and any internal lot lines, and all exception boundaries.

The Surveyor shall include the following certifications:

"I hereby certify to (at this place, the surveyor is directed to insert the using agencies) and on their behalf, to their title insurer, that this plan is based on an actual field survey conducted under my immediate supervision and that this survey meets or exceeds the federal requirement for Third Order, Class I Accuracy. I further declare, to the best of my professional knowledge and belief, that this plan is a correct and accurate representation of conditions existing on the site as of (month/year), subject to such notes as may appear hereon."

Alternate #1

The Surveyor will provide a quote for a Topographical Survey for the selected site. We are currently planning for Sinking Fund projects and they will include some site renovations.

Alternate #2

The Surveyor will provide a quote for an ALTA Survey for the selected site. We are currently developing a RFP for sale of the Maple Grove Vacant Site and will need to split the property and have easements established. See Maple Grove property instructions above.

Alternate #3

The Surveyor will provide a quote to provide markers placed to mark key survey points on the property. A brief description to be provided with the bid on the means, method and determination of the placement of the markers on a separate sheet included with the bid.

EXHIBIT B

Property Survey Quotations

<u>Property Name</u>	<u>Boundary Survey</u> <u>Base Bid Price</u>	<u>Topographical Survey</u> <u>Alternate #1 Bid Price</u>	<u>ALTA Survey</u> <u>Alternate #2 Bid Price</u>
Bates Elementary, Woodhaven 59-046-99-0005-706	\$	_____	_____
Erving Elementary, Woodhaven 59-069-99-0001-002	\$	_____	_____
Gudith Elementary, Brownstown Twp. 70-010-99-0007-000	\$	_____	_____
Wegienka Elementary 70-055-99-0010-701	\$	_____	_____
Yake Elementary, Woodhaven 59-037-99-0011-001	\$	_____	_____
Brownstown Middle School, Brownstown Twp. 70-021-99-0006-702, 70-021-99-0006-704	\$	_____	_____
Patrick Henry Middle School 59-069-99-0003-001	\$	_____	_____
Woodhaven High School, Brownstown Twp. 70-083-99-0009-701	\$	_____	_____
Maple Grove Vacant Site, Brownstown Twp. 70-058-99-0009-701, 70-060-99-0014-700	\$	_____	_____
<i>Package price for all 8 projects:</i>	\$	_____	_____
Alternate #3 (Markers)	\$	_____	

Name: _____

Signature: _____

Date: _____

The right to reject any or all proposals and to waive immaterial formalities is reserved by the Woodhaven - Brownstown School District. The District reserves the right to award by section or as a whole, whichever is in the best interests of the District.

**WOODHAVEN-BROWNSTOWN SCHOOL DISTRICT
BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP**

Pursuant to MCL 380.1267, 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 Woodhaven-Brownstown School District Board or the Woodhaven-Brownstown School District Superintendent must be accompanied with the bid.

Bids without this disclosure statement shall not be accepted.

The Woodhaven-Brownstown School District Superintendent is Mark W. Greathead.

_____ The following are the familial relationships: _____

_____ There are none.

STATE OF MICHIGAN
COUNTY OF _____

The undersigned, authorized representative of bidder (*insert name*) _____ does hereby acknowledge that bidder has read the foregoing disclosure statement and the statements herein contained are true.

Signature of Bidder Representative

Print Name

Title

Subscribed and sworn to before me this _____ day of _____

Notary Public, _____ County, Michigan

My commission expires: _____ / _____ / _____

***** Act 517 of 2012 THIS NEW ACT IS EFFECTIVE APRIL 1, 2013 *****

IRAN ECONOMIC SANCTIONS ACT
Act 517 of 2012

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

History: 2012, Act 517, Eff. Apr. 1, 2013.

The People of the State of Michigan enact:

***** 129.311.new THIS NEW SECTION IS EFFECTIVE APRIL 1, 2013 *****

129.311.new Short title.

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

History: 2012, Act 517, Eff. Apr. 1, 2013.

***** 129.312.new THIS NEW SECTION IS EFFECTIVE APRIL 1, 2013 *****

129.312.new Definitions.

Sec. 2. As used in this act:

(a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(b) "Investment" means 1 or more of the following:

(i) A commitment or contribution of funds or property.

(ii) A loan or other extension of credit.

(iii) The entry into or renewal of a contract for goods or services.

(c) "Investment activity" means 1 or more of the following:

(i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.

(ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(d) "Iran" means any agency or instrumentality of Iran.

(e) "Iran linked business" means either of the following:

(i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(f) "Person" means any of the following:

(i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

History: 2012, Act 517, Eff. Apr. 1, 2013.

***** 129.313.new THIS NEW SECTION IS EFFECTIVE APRIL 1, 2013 *****

129.313.new Ineligibility of Iran linked business to submit request for proposal bid; certification.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for

proposal with the public entity to certify that it is not an Iran linked business.

History: 2012, Act 517, Eff. Apr. 1, 2013.

***** 129.314.new THIS NEW SECTION IS EFFECTIVE APRIL 1, 2013 *****

129.314.new Effect of false certification.

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

History: 2012, Act 517, Eff. Apr. 1, 2013.

***** 129.315.new THIS NEW SECTION IS EFFECTIVE APRIL 1, 2013 *****

129.315.new Civil action; penalty.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

History: 2012, Act 517, Eff. Apr. 1, 2013.

***** 129.316.new THIS NEW SECTION IS EFFECTIVE APRIL 1, 2013 *****

129.316.new Conditional effect.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

History: 2012, Act 517, Eff. Apr. 1, 2013.