



## **Request for Proposal**

# **TECHNOLOGY DESIGNER SERVICES**

**RFP #21 0018**

**Issue Date: May 13, 2021**  
**Proposal Due Date: May 27, 2021 at 2:00pm**  
**Contracting Officer: Maria Teresa Passera**



## TABLE OF CONTENTS

### Technology Designer Services

	<u>PAGE</u>
<b>SECTION I: REQUEST FOR PROPOSAL (RFP) PURPOSE AND SCHEDULE.....</b>	<b>3</b>
<b>SECTION II: INSTRUCTIONS TO BIDDERS.....</b>	<b>4</b>
<b>SECTION III: GENERAL TERMS &amp; CONDITIONS.....</b>	<b>7</b>
<b>SECTION IV: SPECIAL TERMS &amp; CONDITIONS .....</b>	<b>12</b>
<b>SECTION V: SCOPE OF WORK.....</b>	<b>15</b>
<b>SECTION VI: BIDDER QUESTIONS.....</b>	<b>17</b>
<b>SECTION VII: FEE PROPOSAL .....</b>	<b>19</b>
<b>SECTION VIII: NOTARIZED FAMILIAL DISCLOSURE AFFIDAVIT .....</b>	<b>20</b>
<b>SECTION IX: EXCEPTION TO SPECIFICATION FORM.....</b>	<b>21</b>
<b>SECTION X: BIDDER INFORMATION FORM.....</b>	<b>22</b>
<b>SECTION XI: IRAN ECONOMIC SANCTION FORM.....</b>	<b>23</b>
<b>SECTION XII: CERTIFICATION FORM.....</b>	<b>24</b>
<b>SECTION XIII: CERTIFICATION REGARDING LOBBYING, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACTS.....</b>	<b>25</b>
<b>SECTION XIV: MAILING LABEL.....</b>	<b>26</b>



**SECTION I: REQUEST FOR PROPOSAL (RFP) PURPOSE AND SCHEDULE**

**1. PURPOSE:**

Oakland Intermediate School district has partnered with several districts for full technology services. OS serves as the district technology department and represents the district as Information Technology owner’s representative for all current and planned projects. In the OS partnership, many of the districts are currently under bond or are planning a bond issue in the very near future. While projects are directly related to local district needs, several projects are coordinated for economies of scale for our partnered districts.

The purpose of this RFP is to obtain proposals from qualified Technical Designers (TD) to assist OS with planning, budgeting, design selection, and bidding / construction activities, quality assurance and payment tracking for the technology included in several partnered districts with Oakland School Technology Services department.

**2. BACKGROUND INFORMATION:**

Created by the Legislature in 1962, Oakland Schools is one of Michigan’s 56 educational service agencies that save money and resources for K-12 districts by:

- providing consolidated support and services
- training teachers in the latest research-based methods
- piloting innovative programs
- coordinating early childhood, special education and vocational services across the regions.

Oakland Schools is an autonomous, tax-supported public-school district governed by Michigan General School Laws.

The mission of Michigan’s educational service agencies (ISDs, RESAs and RESDs) is to provide visionary leadership and quality services to strengthen teaching and learning for all citizens.

Oakland Schools operates four AdvancED accredited regional technical campuses which provide practical career technical education to high school students from Oakland County’s 28 public school districts, public academies, private learning institutions and home schools. Oakland Schools Technical campuses offer eighteen (18) programs developed around broad occupational areas. Campuses are located in Clarkston, Pontiac, Royal Oak, and Wixom.

In addition, Oakland Schools provides a full suite of software and service alternatives in support of student information management, human resource management, financial systems management, academic systems support, technology planning and implementation, network and telecommunication services, technical support for the Oakland Network for Education (ONE) fiber network, as well as, desktop support and a comprehensive professional development program.

**3. RFP SCHEDULE:**

May19, 2021 at 10:00am	<b>Pre-Proposal Conference – Virtual Meeting – Join from the meeting link</b> <a href="https://oneoakland.webex.com/oneoakland/j.php?MTID=m9b506243f5a6445d1bb1530475785110">https://oneoakland.webex.com/oneoakland/j.php?MTID=m9b506243f5a6445d1bb1530475785110</a> <b>Join by meeting number</b> Meeting number (access code): 172 686 8299 Meeting password: p6gJmQp9Kg5 <b>Join by phone</b> +1-415-655-0001 US Toll
May 21, 2021 at 4:00pm	Questions submitted by 4:00 pm
May 24, 2021	Question responses posted to <b>BIDNET</b>
May 25, 2021 at 2:00pm	<b>Proposals due date</b>
June 10, 2021	Tentative interviews/presentations
July 1, 2021	Contract start date



## **SECTION II: INSTRUCTIONS TO BIDDERS**

### 1. PROPOSALS

The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting proposals for **RFP 21 0018 Technology Designer Services** in accordance with the attached specifications. All proposals shall be received no later than **May 27, 2021 at 2:00pm** local time as established by the U.S. Atomic Digital clock (<http://nist.time.gov>). It is the sole responsibility of the Bidder to ensure their proposal reaches Oakland Schools on or before the closing date and hour as indicated. Proposals submitted late or via oral, electronic mail or by facsimile will NOT be accepted. All late proposals will be rejected and destroyed after ten (10) days, unless otherwise notified to return to the Bidder, at the Bidder's expense.

The Bidder shall utilize proposal forms as supplied in the RFP document. Pricing and/or fee shall only be provided on the fee proposal form or in the specific format. **The pricing and/or fees shall not be placed within the written proposal.** In the event of a public opening, at due date and time, proposals will be opened verifying all required forms have been submitted and **only** the Bidder's name will be read aloud and recorded.

Proposals postdated will constitute as late. All late proposals will be rejected and destroyed after ten (10) days, unless otherwise notified to return to the Bidder, at the Bidder's expense.

Each Bidder shall deliver proposals in writing. Each bidder shall include one (1) hard copy original proposal and one (1) USB flash drive of the proposal delivered via: a) registered or certified mail; or b) a nationally recognized overnight air courier.

In addition, each Bidder shall provide one (1) copy of the fee proposal in a separate sealed envelope clearly marked Fee Proposal and saved as a separate file on USB flash drive.

**Proposals shall be clearly labeled using the label provided in Section XIV of this RFP.**

### 2. BUILDING CLOSURE

In the event Oakland Schools Administration 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 building is open.

### 3. BIDDER QUESTIONS

Any and all clarification questions pertaining to this RFP shall be submitted in writing through email to [purchasing@oakland.k12.mi.us](mailto:purchasing@oakland.k12.mi.us) by timeline schedule in Section I. Questions will be answered and posted as an addendum on **BIDNET** ([www.BidNetDirect.com](http://www.BidNetDirect.com)). It is the Bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation prior to submitting their proposal. Oakland Schools will not be bound by oral responses to inquires or written responses other than written addenda. Bidders are required to acknowledge all addenda in their proposal, which they have received. Failure to receive or acknowledge receipt of any addenda may result in rejection of a proposal as being non-responsive.

### 4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

Any and all communication with regard to this RFP shall go through the Contracting Officer. Failure to comply with this may be grounds for disqualification.

### 5. EXCEPTIONS

Proposals shall meet or exceed all specifications. Any and all deviations from specifications or from terms and conditions shall be clearly detailed on **Section IX, Exception to Specification Form**; otherwise, it will be considered that items or services offered are in strict compliance with the specifications.

### 6. WITHDRAWAL OF PROPOSALS

Any Bidder may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance and pricing shall be honored for a period of 180 (one hundred eighty) days beyond the proposal opening.



7. PROPOSAL COSTS

Oakland Schools assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of the contract and/or purchase order.

8. PROPOSAL ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept or reject any or all proposals or alternative proposals, in whole or in part, with or without cause; to waive any informality therein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder at the sole discretion of Oakland Schools.

9. GIFTS, GRATUITIES OR KICKBACKS

Acceptance and the offering of gifts, gratuities or kickbacks from Bidders to Oakland Schools' employees and their family members or the members of the Board of Education are strictly prohibited.

10. SOLE BIDDER

If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Oakland Schools, will be required of the single Bidder. A cost/price analysis and evaluation and/or audit shall be performed on the cost proposal in order to determine if the price is fair and reasonable, including, but not limited to, the evaluation of specific costs and profits.

11. BIDDER INTERVIEWS AND DEMONSTRATIONS

Oakland Schools may at their sole discretion request additional information or elect to conduct interviews, demonstrations, and site visits with selected Bidders under active consideration. Oakland Schools is not obligated to provide all Bidders with such an opportunity.

12. MISREPRESENTATIONS

If it is discovered, prior to an award, that a proposal contains false, misleading, or otherwise inaccurate information, the proposal will immediately be disqualified. If it is discovered, after a contract has been executed, that the Contractor had provided false, misleading, or otherwise inaccurate information, the contract may be terminated.

13. OPEN PROCUREMENT

Oakland Schools reserves the right to accept any item or group of items proposed. Oakland Schools reserves the right to purchase more or less of each item or service at the unit price offered in the Bidder's proposal and will discuss such decisions with all parties involved. Oakland Schools reserves the right to negotiate with Bidders, which may be in the best interest of Oakland Schools.

In the event that the Bidder markets materials, products, and/or services that are newer, less expensive, or better suited to the needs of Oakland Schools after the date of the contract pursuant to this proposal document, Oakland Schools shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials, products, and/or services, as herein specified. The Bidder shall provide Oakland Schools with timely notice of the availability of such newer materials, products, and/or services.

14. BIDDER DEBRIEFING

The Bidder can request a debriefing conference within five (5) business days after the award board date. The debriefing shall be held within five (5) business days of the request and will be scheduled for a maximum of one hour. Discussion at the debriefing conference will be limited to the following:

- a. Evaluation and scoring of the Bidder's proposal.
- b. Critique of the Bidder's proposal.
- c. Review of the Bidder's final score in comparison with other Bidder's final scores without identifying the Bidders.



15. SERVICE OF DISPUTES AND PROTEST

Disputes or protests may be served by an actual or prospective Bidder or Contractor who may be aggrieved in connection with this solicitation or award of any contract resulting from this solicitation to the Contracting Officer. Bidders are encouraged to resolve disputes informally before filing a protest. Any protest shall be submitted in writing within seven (7) business days after such Bidder or Contractor learned or should have learned of an adverse decision.



### **SECTION III: GENERAL TERMS & CONDITIONS**

#### **1. CONTRACTOR STATUS**

Contractor is retained by Oakland Schools only for the purposes and to the extent set forth in this Contract. Contractor's relation to Oakland Schools shall only be that of a Contractor. Both parties understand and agree that this Contract is not intended and shall not be construed to create an employment relationship between District and Contractor, its officers, employees, or agents.

Contractor shall at no time represent itself to be an employee or agent of Oakland Schools and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of Oakland Schools pertaining to or in connection with any fringe, pension, workers' compensation, unemployment or similar benefits for Oakland School's employees.

Contractor shall retain sole and absolute discretion in the methods and means of carrying out Contractor's Activities and responsibilities under this Contract, except to the extent specified in this Contract.

#### **2. TAXES**

Oakland Schools is exempt from paying sales tax. Exemption certificates will be provided upon request.

#### **3. TERMINATION RIGHTS**

Oakland Schools may terminate this Contract with or without cause upon thirty (30) days prior written notice to the Contractor. For purposes of this Contract, the term "Cause" shall mean: the failure by the Contractor to comply with any of the material terms of this Contract after being given written notice of such failure by Oakland Schools and the failure to cure such condition, and provide a written response to Oakland Schools detailing how it was cured and what steps are being taken to prevent the failure from occurring again, within fourteen (14) days after receipt of such notice. Contractor will be paid only that amount which has been incurred for work completed up to the date of termination. Contractor will not be eligible for any anticipatory profits or fees for future work beyond the termination date of this Contract.

#### **4. OAKLAND SCHOOLS CONTRACTOR PAYMENT POLICY & PROCEDURES**

All payments are conditioned upon properly documented proof of performance on an original Contractor invoice submitted by Contractor to Oakland Schools detailing all amounts invoiced for services. Payment will be made no later than thirty (30) days after receipt of said invoice. Invoices shall be submitted to: Oakland School, Accounts Payable, 2111 Pontiac Lake Rd., Waterford, MI 48328. Invoices shall include the following information: PO number, Contractor name and/or DBA, Contractor address, number of hours worked, dates of work, rate, and detailed description of service/materials provided. Contractor shall maintain all records and documentation regarding payment for at least three (3) years following the date of final payment from Oakland Schools under the Contract.

All amounts paid to Contractor under this Contract will be reported to the Internal Revenue Service as required by law and Oakland Schools will timely issue a Form 1099 to the Contractor. With the exception of those detailed in the terms and conditions of this Contract, each of the parties shall pay its respective counsel fees, accounting fees, and other costs and expenses incurred in connection with the performance of this Contract.

#### **5. EXPENSES**

Under no circumstances will Contractor be paid or reimbursed for any expenses for entertainment, alcohol or other similar personal expenses, or any other expenses which are illegal.

#### **6. CONFIDENTIALITY**

The information contained in the RFP is intended solely for internal use by the Bidder in its proposal preparation. All information contain herein is proprietary and shall not be distributed to any third party, except as required by law. Further, any information obtained by Contractor, or any reports prepared or supplied



(including information contained therein) to Oakland Schools under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of Oakland Schools.

Bidder(s) will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior written approval of, and in coordination with, Oakland Schools.

7. FREEDOM OF INFORMATION ACT

The proposals and supporting materials become the property of Oakland Schools and are subject to public access according to the Michigan Freedom of Information Act, MCL 15.231 et. Seq.

8. EXECUTION OF CONTRACT

The Contract entered into by the parties shall consist of all parts of this RFP including specifications, drawings, addenda, Bidder's submitted proposal, purchase order, which all shall be referred to collectively as the Contract Documents. The Bidder shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.

9. IMMUNITIES

This Contract shall not be construed to create any right or benefit for any person who is not a party to this Contract. The relationship between the District and the Bidder is that of independent contracting parties. It is not intended in any way to create a legal agency, partnership, joint venture or employment relationship. The Bidder shall at all times maintain its independent status and both parties acknowledge that neither is an agent, partner, joint venture or employee of the other for any purpose.

Contractor shall be responsible for paying all applicable taxes and fees including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments for its employees and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

10. NONDISCRIMINATION

The Contractor hereby agrees to comply with all applicable federal, state and municipal equal opportunity and nondiscrimination guidelines, regulations and executive orders, and covenants that neither the Contractor nor any of the Contractor's sub-contractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, or disability in its programs, services, activities or employment. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Oakland Schools to revoke and otherwise terminate the Contract and all obligations.

11. GUARANTEES BY THE CONTRACTOR

The Bidder guarantees: That all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery, material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by an Oakland Schools representative; that all materials, products and service offered is standard, new, latest model of regular stock product or as required by the specifications type of equipment or furniture offered; also that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

12. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL BIDDER(S)

Bidder agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the Contract. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Oakland Schools.





- a. Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) aggregate and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage;
- b. Professional Liability Insurance (Errors & Omissions) of one million dollars (\$1,000,000) each occurrence;
- c. Workers' Compensation including Employer's Liability Coverage of one hundred thousand dollars (\$100,000) per occurrence for all employees engaged in services or operations under this Contract in accordance with state law;
- d. Automobile Liability with limits of one million dollars (\$1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned automobile coverages, as applicable.

To the extent that any insurance coverage required under this paragraph is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Bidder during the term of this Contract, and such insurance shall be continuously maintained until at least three (3) years beyond the expiration or termination of this Contract.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Office of Procurement & Contracting, Oakland Schools, 2111 Pontiac Lake Road, Waterford, Michigan 48328". If such insurance is not in force, Oakland Schools may, at its option, terminate the Contract.

#### 13. COMPLIANCE

Bidder agrees to comply with all federal, state, and local laws, rules, regulations, executive orders and ordinances that may be applicable to the Bidder performance of its obligations under this contract.

#### 14. SEVERABILITY

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

#### 15. OAKLAND SCHOOLS RIGHT TO COMPLETE

In the event the Contractor fails, neglects, or refuses to perform any and all services under this Contract, Oakland Schools may perform or hire another Contractor for such duties under the Contract and charge the Contractor, or deduct the difference in cost from subsequent payments.

#### 16. ASSIGNMENT AND SUBCONTRACTING

Contractor does not have the right to assign or subcontract all or any portion of this Contract without the written approval of the Contracting Officer.

#### 17. GENERAL INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, Contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of this Contract by Contractor; or (iii) any breach of any representation or warranty by Contractor, its officers, directors, employees, agents, successors or assigns under this Contract.

#### 18. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor warrants that its performance of the services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in



written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Oakland Schools with the work product of another proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Oakland Schools arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Oakland Schools' use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this Contract; provided that Contractor is notified in writing within thirty (30) days from the date Oakland Schools knew of such claim. Oakland Schools retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Oakland Schools in defending itself against such claims.

#### 19. GOVERNING LAW

This Contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Oakland County, Michigan.

#### 20. CONFLICT OF INTEREST

The Bidder agrees that any/all of Bidder's owners, officers, directors and administrators, as well as any of Bidder's employees who are involved in this procurement and/or contracting process, shall disclose if they have a business or other relationship with any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland School, including, but not limited to an employment, service, or other ownership or business relationship. As used in this section, "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. The Bidder shall execute the **Notarized Familial Disclosure Affidavit, attached hereto as Section VIII** and submit with proposal. Furthermore, Bidder represents and warrants to Oakland Schools that **if** any owners, officers, directors, administrators of Bidder, or any employees of Bidder who are involved in this procurement and/or contracting process, establish any such business or other relationship with any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland School after being awarded the Contract and during the term of the Contract, Bidder shall immediately disclose the type and nature of such relationship to Oakland Schools in writing. If, after such disclosure, Oakland Schools cannot comply with applicable conflict of interest laws due to such relationship, Oakland Schools shall have the right revoke its award of any Contract to Contractor, if the Contract has not been executed, or immediately terminate the Contract and be entitled to any remedies provided in law or equity.

No member of Oakland Schools Board of Education, city, state or 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 supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates. If the Oakland Schools, in its sole and absolute discretion, deems a conflict of interest exists under applicable laws, such may be grounds for disqualification.

#### 21. IRAN ECONOMIC SANCTIONS ACT

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013; an "Iran Linked Business" is not eligible to submit a proposal on a RFP for proposal with a "public entity" (Oakland Schools). The Act also requires that a person that submits a proposal in response to an Oakland Schools RFP shall certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Oakland Schools, and not just to construction projects.



The Act defines an Iran Linked Business as:

- a. 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;
- b. 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.

If Oakland Schools determines, using credible information available to the public, that a person or entity has submitted a false certification, Oakland Schools shall provide written notice to the person or entity of its determination and of its intent not to enter into or renew the Contract. The notice shall include information on how to contest the determination. The notice shall also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

## 22. NOTICES

All notices under this Contract shall be deemed to be adequate and sufficient notice if given in writing and delivered via: a) registered or certified mail; or b) a nationally recognized overnight air courier. All notices shall be sent to Oakland Schools, Office of Procurement & Contracting, 2111 Pontiac Lake Road, Waterford, MI 48328.

## 23. ENTIRE AGREEMENT

This Contract represents the entire understanding between Oakland Schools and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract.

## 24. NON-WAIVER

No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

## 25. REPORTING-DOCUMENTATION

The Bidder shall provide all reasonably necessary reporting and documentation to permit Oakland Schools to comply with applicable laws.

## 26. OFFICIAL DOCUMENTS

The official version of the RFP document shall be that document appearing on BIDNET at [www.BidNetDirect.com](http://www.BidNetDirect.com) with amendments and updates. Oakland Schools officially distributes RFP documents through BIDNET. Copies of documents obtained from any other source are not considered official copies. Only those Bidders who obtain documents from the BIDNET system are guaranteed access to addendum information, if such information is issued. If Bidder obtained this document from a source other than BIDNET, it is recommended that Bidders register on the BIDNET site, [www.BidNetDirect.com](http://www.BidNetDirect.com) and obtain an official copy and any addenda.

## 27. AVAILABILITY OF FUNDS

Bidder acknowledges that the award for services and/or products under this solicitation is contingent upon the availability of funds. Oakland Schools may, in its sole discretion, unilaterally rescind, terminate or modify a resulting contract at any time due to the non-availability of the funds. Oakland Schools shall provide Contractor with notice of a change in anticipated funding within a reasonable time after Oakland Schools receives such notice, if Oakland Schools intends to take unilateral action.



#### **SECTION IV: SPECIAL TERMS & CONDITIONS**

1. **CONTRACT TERM**

This is a three (3) year fixed Contract beginning on July 1, 2021 through June 30, 2024 with options to renew for an additional two (2) years in one (1) year increments. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement.

2. **PRE-PROPOSAL MEETING or CONFERENCE CALL**

A pre-proposal meeting or conference call will be held on May 19, 2021 at 10:00pm via WebEx. The purpose of this meeting or conference call is to discuss the project, answer any questions concerning RFP and to walk through the facilities. It is strongly suggested that each interested party attends this meeting.

3. **TOBACCO-ALCOHOL ON SCHOOL PREMISES**

Smoking, the use of tobacco products, or alcohol shall not be permitted on the school property at any time.

4. **CONTRACT PRICING EXTENSION TO OTHER SCHOOL DISTRICTS**

If awarded, this proposal including pricing, specifications and terms & conditions shall be extended to all public, private and public-school academies in Oakland County or any other mutually agreed upon county in Michigan for the term of the Contract.

5. **TENURE DISCLAIMER**

As it pertains to this Contract, Bidder acknowledges and agrees its duties do not require a teaching certificate of any type, regardless whether it, or any of its owners, employees or agents are so certified. Therefore, Bidder agrees it, and its owners, employees and agents do not have and will not acquire tenure under the Teacher Tenure Act and are forever estopped from asserting otherwise.

6. **CONTRACTOR'S BILLING RATES**

Contractor's billing rates (hourly and/or daily rates) shall also include all additional expenses required to perform the services described in their RFP response (i.e.travel expense, meals, fingerprinting fees).

7. **MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW**

It is the Bidder's responsibility to comply with the Michigan Right to Know/Hazardous Material Law and all applicable environmental laws. The Bidder is to provide Oakland Schools with the following information:

Material Safety Data Sheets (MSDS) on all chemicals Bidder's company provides/uses in an Oakland Schools building, an inventory of the types of chemicals used and their purpose, and their location in the building.

8. **PRODUCT ACCEPTANCE**

Oakland Schools reserves the right to require a final acceptance test by its own agents or consultants to ensure that each product provided functions as specified in the proposal document. All equipment will remain the property and responsibility of the Contractor until acceptance. Only at that time will Oakland Schools assume responsibility for the possession of the equipment or any part thereof. The warranty period shall start upon product acceptance.

When installation/implementation has been completed, the successful Contractor shall clean up all debris and rubbish resulting from his work from time to time as required or as directed. Upon completion of the installation/implementation, the premises shall be left in a neat, unobstructed condition.

9. **PROTECTION OF OAKLAND SCHOOLS' BUILDINGS, EQUIPMENT, AND VEGETATION**

The Bidder shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on Oakland Schools' property. If the Bidder's failure to use reasonable care causes damage to any of this property, the Bidder shall replace or repair the damage at no expense to the Oakland Schools as the Contracting Officer directs. If the Bidder fails or refuses to make such repair or replacement, the Bidder shall be liable for the cost, which may be deducted from the Contract price.



#### 10. MICHIGAN SCHOOL SAFETY LEGISLATION

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and sub-contractors of any degree, must present themselves for fingerprinting upon execution of this Agreement so that Oakland Schools is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation and receive from the Department of State Police reports concerning the same. The Contractor shall pay the cost of each criminal check performed related to this Agreement. Neither the Contractor nor sub-contractor thereof of any degree shall assign any individual, and Oakland Schools shall not allow any individual, to regularly and continuously work under contract in any of its schools or in the schools of a constituent district that is being served by the Contractor pursuant to this Agreement if the reports on an individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of Oakland Schools each specifically approve of the work assignment in writing.

Any personnel of the Contractor or sub-contractors thereof of any degree, that have been charged with any of the referenced crimes referenced in 2006 PA 680, shall immediately report that circumstance to Oakland Schools superintendent and shall not be permitted to work in any of the District schools or schools of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Oakland Schools reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Oakland School's judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a sub-contractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, sub-contractors, suppliers and materialmen of any degree.

In addition to this contract clause, the Contractor shall be obligated to undertake every necessary effort to assist Oakland Schools in complying with statutorily required criminal checks and reporting requirements concerning any employees in its employ and sub-contractors of any degree. To the extent applicable law related to criminal checks and reporting requirements is amended, Contractor agrees that it shall fully abide by, comply with and assist Oakland Schools with its compliance with such amendments. To that end the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

**This contract is NOT subject to the School Safety requirements**

If, however, the contract becomes subject to the School Safety requirements, as such, Contractor is required to:

- a) Require individual(s) that will work on Oakland Schools' property be fingerprinted for a criminal history check and criminal records check from the Michigan State Police and the FBI.
- b) Criminal background reports shall be sent directly from the Michigan State Police to Oakland Schools (Agency ID #92029M).
- c) Contractor shall have each individual complete a Registry of Educational Personnel (REP) form and provide to the Contracting Officer. This information is entered into the State of Michigan's CEPI system.
- d) Criminal background reports and completed REP forms shall be received PRIOR to the date the individual begins work.
- e) Contractor shall provide the Oakland Schools' Contracting Officer a list of all employees assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated.



NOTE: Fingerprinting can be conducted at Oakland Schools' Production Printing & Graphics (PPG) for a fee. PPG conducts fingerprinting by appointment only; to register, go to [www.osfingerprint.com](http://www.osfingerprint.com). Payment may be made via credit card when registering online or by money order at time of appointment.

11. VOLUNTARY ALTERNATES

Base proposals are requested in accordance with the detailed specifications. Voluntary alternates that in the Bidder's judgment will result in an equally satisfactory job that meets the specifications are allowed but ONLY if the Bidder has submitted a base proposal. Such alternates are to be described in detail along with the respective pricing to permit proper evaluation.

12. REBATES AND DISCOUNTS

While not required, Bidders are allowed to offer rebates or tiered pricing based on volume thresholds.

13. COVID-19

a. The Contractor shall establish and implement a COVID-19 preparedness and response plan (the "COVID-19 Plan") applicable to its operations and the performance of the Services under this Contract. The COVID-19 Plan shall be consistent with recommendations in Guidance on Preparing Workplaces for COVID-19 developed by the Occupational Health and Safety Administration ("OHS"), all laws, rules, regulations and executive orders applicable to the Contractor and/or the performance of the Services, as well as incorporate any recommendations and/or requirements of Oakland Schools for the safety and operation of its facilities, programs and educational services. The Contractor shall provide a copy of its COVID-19 Plan to Oakland Schools prior to commencing any Services under this Contract. The Contractor agrees to continually monitor and update its COVID-19 Plan to maintain consistency with any updated laws, regulations or guidance and/or changes to Oakland Schools' plan or operations. Oakland Schools may agree to waive the requirement that Contractor establish and implement its own COVID-19 Plan; however, if such waiver is granted, it must be in writing from Oakland Schools and the Contractor must still comply with the remaining provisions of this Section, as well as any safety requirements set forth by Oakland Schools for operations within its facilities. The Contractor, its employees and agents must adhere to all screening requirements, such as temperature checks and other required assessments to enter any Oakland Schools facilities. The Contractor agrees to immediately notify Oakland Schools if any Contractor personnel test positive for COVID-19. The Contractor shall provide all necessary personal protection equipment ("PPE") necessary to perform the Services and required to be in compliance with all Federal, State and Local laws, rules, regulations, executive orders, or ordinances, and all such PPE must comply with all Oakland Schools policies, procedures or plans. All Contractor employees and agents performing any Services shall be properly trained in the use of PPE and the duties and functions they are performing to ensure they are performed in accordance with the terms and conditions of this Contract, the COVID-19 Plan (if applicable) and with all applicable laws. The Contractor agrees to perform this training for all new Contractor employees assigned to Oakland Schools, as well as perform re-training annually during the Initial Term and any Renewal Term(s). The Contractor acknowledges that the fees for Services under this Contract include all costs and expenses of Contractor to comply with this paragraph and the impacts COVID-19 may have on Contractor's delivery of the Services under this Contract.



## **SECTION V: SCOPE OF WORK**

1. The successful TD must:
  - a. Work closely with the district's administrative staff and bond planning committee, including the Technology Director, for all aspects related to their role in consulting services. Additionally, the TD will work to ensure OS standard operating procedures, enterprise network and equipment policies are adhered to, and follow direction from OS technology leadership for technology design work.
  - b. Review, analyze and assist the OS revising its existing Program of Service. The TD will work with a District Technology Director to develop, review, and refine, as necessary, the Scope of Work for consideration of potential bond projects. The district may decide to pursue portions of the bond projects through self-performance or consortium bidding as desired.
  - c. The design should strive to utilize existing acceptable equipment, where appropriate, in the most cost efficient manner. However, the TD shall clearly advise OS as to known upgrade roadblocks or other emerging technology that will make the life cycle cost and restrictions of re-use of existing technology clear to OS and the associated school district.
  - d. The TD will develop a design for each project including a budget and develop a set of bid specifications and assist OS in selecting vendors. The TD will draft solicitations for all approved technology related projects coordination with OS and the associated district, evaluate the proposals with OS and the associated district, and comment on past performance of the bidders leading to recommendations of the lowest qualified price available to OS and the associated school district with the recommended vendors. A schedule for the tentative phasing of projects will be developed in conjunction with OS and the associated school district in the planning phases of the bond and refined later as the project proceeds.
  - e. The TD will be responsible for overseeing the implementation of technology to verify its installation and final performance meets the TD's design intent. The TD must be willing to coordinate all installations closely with OS and the associated school district, including participating in and having all technology contractors attend construction planning and scheduling meetings when they are about to begin or continuing work on site.
  - f. Review submittals and respond to RFI's, create punch lists for each project and contractor
  - g. Manage technology and security contractors, generation of contracts for contractors, conducting contractor meetings, creating meeting minutes, reviewing work, approving pay applications, signing substantial and final completion documents, all contracts will be held by the District
  - h. The TD will coordinate with OS and the associated school district's eRate provider to ensure all timelines are met for technology purchases.
  - i. Some projects may not require TD assistance and therefore the TD will not be utilized for those projects/services.
  - j. The design documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations. The TD shall warrant that all such documents shall, when properly implemented, yield a completed Project which conforms to the program of services and the expectations of the School District.
  - k. The TD must be able to communicate and work effectively with non-engineering staff. The Technology Designer will also be expected to effectively utilize appropriate equipment that may exist within the School District.
2. Approved Bond Issues
  - a. Ferndale Schools  
On March 10, 2020, voters approved 3-series, \$125 million bond to make a significant investment in educational systems.
  - b. Oak Park Schools



On May 4, 2021 voters approved a \$54.45 million bond for improvements within the district. 15% of the bond is focused on Technology improvements.

c. Clawson Public Schools

On August 3, 2021 Clawson schools will hold a bond election. If passed, a bond could generate approximately \$55.9 million for improvements within the district.

3. EVALUATION CRITERIA:

Oakland Schools may award a Contract to the most responsive Bidder(s) that best meets the following criteria:

- a. Compliance to proposal submission instructions (proper forms, etc.) (25 points)
- b. Overall qualifications of company, experience & qualifications of personnel (40 points)
- c. Cost (35 points)





## **SECTION VI: BIDDER QUESTIONS**

**Bidders shall provide a written response to the following questions and submit as part of the proposal. The Bidders question responses shall follow the same order as listed below.**

### **1. Executive Summary:**

- A. Provide an executive summary, not to exceed two (2) pages in length providing an overview of your proposal and any information the Bidder wishes to bring to the attention of Oakland Schools.

### **2. Company Questions:**

- A. How long has your organization provided these services?
- B. Identify school district bond issues that your firm has worked on in the past five years, including the contact, contact title, contact phone number, technology budget and dates of the project.
- C. Identify the project manager and the key team members that worked on the project.
- D. Technology Designer shall provide proof that they have been in business for 3 years, and has been performing work of this skill level and dollar volume for at least 3 years. In addition, they shall submit evidence of current workload and that they have the personnel and facilities available to perform the work required in the allotted time period.
- E. Identify the proposed project team and project manager. Provide resumes for all project staff.
- F. Describe the financial soundness of your organization. Include any reports (audited financials, bank letters, Dun & Bradstreet reports, etc.) that demonstrate your firm's strength.
- G. Identify any litigation your firm is currently involved in or has settled/resolved over the last year.
- H. Provide a statement on current workload and status.

### **3. System/Service Questions:**

- A. List and describe other features your solution(s) offers.
- B. Explain what makes your solution(s) better than other solutions available in the market.
- C.
- D. Technology Designer shall demonstrate how they will be and remain accessible to OS and the associated district staff throughout the life of the design, installation and Substantial completion phases.

### **4. Implementation Plan:**

- A. Provide a proposed detailed implementation plan.
- B. Present your method of completing required tasks. Include those tasks not listed but needed to achieve stated objectives. Identify the tasks that cannot be completed by your firm and explain. Identify district responsibilities and estimated time commitments.
- C. Describe the number of staff to be assigned to this project and include their resumes and certifications, if any.
- D. Provide a detailed implementation plan based on the included schedule should your firm be awarded a contract.
- E. What is percentage that this project will be successfully completed on time?
- F. Identify any and all risks to a successful implementation along with the necessary mitigation steps.

### **5. Training:**

- A. Identify what training has been included in this proposal including training type (online, in person, etc.), site location, number and length of sessions, maximum number trainees, etc.



**6. Submittals:**

- A. In addition to completing the above questions, the following shall be submitted with Bidder's proposal:
1. Section VII: Fee Proposal – As required per instructions
  2. Section VIII: Notarized Familial and Relationship Disclosure Affidavit
  3. Section IX: Exception to Specification Form
  4. Section X: Bidder Information Form
  5. Section XI: Iran Sanctions Form
  6. Section XII: Certification Form
  7. Section XIII: Certification Regarding Lobbying, Certification for Contracts, Grants, Loans, and Cooperative Contract Form
  8. Section XIV: Disclosure of Lobbying Activities Form
  9. Completed W-9 Form



**SECTION VII: FEE PROPOSAL**

This is a three (3) year fixed contract beginning on July 1, 2021 through June 30, 2024, with options to renew for an additional two (2) years in one (1) year increments. Pricing proposed as part of the solicitation process shall remain fixed and in effect for the duration of the agreement.

Bidder shall provide pricing in the specific format on Fee Proposal - Appendix A. Pricing shall not be provided anywhere else within the written Proposal. Appendix A shall be submitted in a separate sealed envelope clearly marked Fee Proposal contained with the Proposal submittal.

**NOTE: PRICING SHALL ONLY BE PROVIDED IN THE SPECIFIC FORMAT REQUIRED AND SHALL NOT BE REFERENCED ANYWHERE ELSE IN THE WRITTEN PROPOSAL.**

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Legal Name of the Firm





**SECTION IX: EXCEPTION TO SPECIFICATION FORM**

**Bidder shall enter all exceptions to the specifications in this section to be considered by Oakland Schools. Oakland Schools has sole determination of accepting or rejecting exceptions entered below.**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date



**SECTION X: BIDDER INFORMATION FORM**

The Bidder is required to respond to the questions where specified. If necessary, additional documentation can be attached to this form. Responses should be concise and stand on their own.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email for award notice: \_\_\_\_\_

Firm Established \_\_\_\_\_ Years in Business as said Company: \_\_\_\_\_

Taxpayer I.D. # \_\_\_\_\_ DUNS Number(s) and respective addresses: (List all that will work with Oakland Schools)

\_\_\_\_\_

2. If applicable provide former company names: \_\_\_\_\_

3. Largest single contract this company has held \$ \_\_\_\_\_ With whom? \_\_\_\_\_

4. Annual gross sales for last four (4) years:

2020 \_\_\_\_\_ 2019 \_\_\_\_\_ 2018 \_\_\_\_\_ 2017 \_\_\_\_\_

5. Provide business name, contact and telephone numbers of three (3) customers that have purchased products and/or services from company in the past year, preferably school districts or intermediate school districts.

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

Business \_\_\_\_\_ Contact: \_\_\_\_\_ Telephone \_\_\_\_\_

6. Acknowledgement of addenda #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

Date    Initials    Date    Initials    Date    Initials

7. The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the Bidder are true and accurate.

Company Authorization

The undersigned certifies that the proposal submitted meets or exceeds, all the specifications, that all conditions noted here are acknowledged, and the firm prices and terms are specified by the Bidder are true and accurate.

\_\_\_\_\_

Legal Name of the Firm

\_\_\_\_\_

Signature of Authorized Representative      Date

\_\_\_\_\_

Print Name & Title



**SECTION XI: IRAN ECONOMIC SANCTION FORM**

<p align="center"><b>CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT</b> <b>Michigan Public Act No. 517 of 2012</b></p>
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The undersigned, the owner or authorized officer of the below-named Contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Oakland Schools' (the “School District”) Request for Proposal, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date









**SECTION XIV: MAILING LABEL**

**Notice: If shipping by United States Postal Service allow two extra days for Oakland Schools' internal mail delivery process.**

Fill in your company information below. Please cut below dotted line and affix to mailing envelope or package.

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<b>S E A L E D</b>	<b>FROM</b> Company Name: Contact Person: Phone Number: Email:	<b>B I D</b>
	Solicitation Title: Technology Designer Services  Solicitation Number: RFP 21 0018  Due Date: May 27, 2021 Due Time (E.S.T.): 2:00pm	
	OPC Initials MTP	
<b>DELIVER TO</b>	<b>OAKLAND SCHOOLS OFFICE OF PROCUREMENT AND CONTRACTING C/O FRONT DESK RECEPTIONIST 2111 PONTIAC LAKE ROAD WATERFORD, MI 48328</b>	

**Affix this mailing label to the exterior of the proposal package.**