

## **Request for Proposal**

**New Play Structure for Madison District  
Early Childhood Center  
25601 Couzens  
Madison Heights, MI 48071**

Issue Date: **7/3/2019**  
 Proposal Due Date: **7/17/2019**  
 Contracting Officer: Edwina Hill, **248 399-7800**

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**SECTION I: REQUEST FOR PROPOSAL PURPOSE AND SCHEDULE**

1. PURPOSE:

Madison District Public Schools is requesting proposals for a New Play Structure for Early Childhood Education at the Madison District Early Childhood Center. Which will include a Large play structure, see saw, swings at least 8 on structure, merry go round and boarders’ timber. (see details)

2. BACKGROUND INFORMATION:

Madison District Public Schools is a PreK – 12 Public School District.

Project Location: Madison District Early Childhood Center  
25601 Couzens  
Madison Heights, MI 48071

3. **REQUEST FOR PROPOSAL SCHEDULE:**

Pre-Proposal Conference n/a  
Deadline to submit clarifying questions 7/16/2019  
**Proposals due date 7/17/2019 at noon**  
Tentative interviews/presentations 7/17/2019  
Board approval (TBA or 7/18/19)  
Contract start date (TBA after Board of Ed. Approval)  
Project delivery and implementation **8/5/2019**  
Project final acceptance 8/5/2019

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

### 1. PROPOSALS

#### **(USE THIS LANGUAGE IF ACCEPTING HARD COPIES OF PROPOSALS)**

The Board of Education of Madison District Public Schools, 26550 John R, Madison Heights, MI 48071 is accepting proposals for **THE PLAY STRUCTURE** in accordance with the attached specifications. All proposals shall be received no later than **7/17/2019 at 12:00 noon** 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 Madison District Public 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.

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.

The Bidder shall utilize proposal forms as supplied in the RFP document. Pricing shall only be provided in the specific format requested. The pricing and/or Fees shall not be placed within the written Proposal.

Each Bidder shall hand deliver or express mail one (1) hard copy original Proposal *and* one (1) USB flash drive of the Proposal.

In addition, each Bidder shall provide one (1) copy of the Fee Proposal in a separate sealed envelope clearly marked Fee Proposal; contained within the Bidders sealed Proposal.

Proposals shall be clearly labeled with RFP # (XX-XXXX) and (name of Proposal) and list Bidder's name and address. Proposals shall be submitted to the address listed below:

Madison District Public Schools  
Office of Procurement and Contracting  
**( Early Childhood Center RFP for Play Structure)**  
26550 John R  
Madison Heights, MI 48071

The Board of Education of Madison District Public Schools, 26550 John R, Madison Heights, MI 48071 is accepting proposals for **THE PLAY STRUCTURE** in accordance with the attached specifications. All required proposal forms and pricing shall be submitted electronically no later than **7/17/2019 at 12:00 noon**, local time on **Bid4Michigan Bid System**. It is the sole responsibility of the Bidder to ensure their proposal pricing is completely entered and forms uploaded before the closing date and time as indicated in RFP. Late proposals will NOT be accepted.

### 2. BUILDING CLOSURE

In the event the District, and/or district building, is closed due to unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the District and/or Madison District Public Schools building is open.

### 3. BIDDER QUESTIONS

Any and all clarification questions pertaining to this RFP shall be submitted in writing through email to [ehill@madisonschools.k12.mi.us](mailto:ehill@madisonschools.k12.mi.us) by date provide within RFP. Questions will be answered and posted as an addendum on Bid4Michigan Bid System. 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. Madison District Public 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. The Failure to receive or acknowledge receipt of any addenda may result in rejection of a proposal as being non-responsive.

4. **COMMUNICATION WITH MADISON DISTRICT PUBLIC SCHOOLS' STAFF**  
Any and all communication with regards 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 herein. Any and all deviations from specifications, terms and conditions shall be clearly detailed on **Section IX, Exception to Specification Form**; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible thereof.
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**  
Madison District Public Schools assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of the contract and/or purchase order.
8. **EXECUTIVE SUMMARY**  
Proposals must include an executive summary, not to exceed two (2) pages in length providing an overview of the proposed solution, service, or system, and any information the Bidder wishes to bring to the attention of Madison District Public Schools.
9. **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 informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest Bidder in the sole discretion of the Madison District Public Schools.
10. **GIFTS, GRATUITIES OR KICKBACKS**  
Acceptance and the offering of gifts, gratuities or kickbacks from Bidders to Madison District Public Schools employees and their family members or the members of the Board of Education are strictly prohibited.
11. **SOLE BIDDER | COST ANALYSIS**  
If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Madison District Public Schools, will be required of the single Bidder. A cost/price analysis and evaluation and/or audit shall be performed of 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.
12. **BIDDER INTERVIEWS AND DEMONSTRATIONS**  
Madison District Public Schools may at their sole discretion request additional information or elect to conduct interviews, demonstrations, and site visits with selected Bidders under active consideration. Madison District Public Schools is not obligated to provide all Bidders with such an opportunity.
13. **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.
14. **OPEN PROCUREMENT**



*Prepare. Aspire. Succeed.*

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

In the event that the Bidder markets materials, products, and/or services that is newer, less expensive, or better suited to the needs of Madison District Public Schools after the date of the contract pursuant to this proposal document, Madison District Public 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 Madison District Public Schools with timely notice of the availability of such newer materials, products, and/or services.

**15. NOTIFICATION OF AWARD**

Once approved by the Board of Education, Madison District Public Schools will publish the award on <http://MITN.info>.

**16. 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.

**17. SERVICE OF PROTEST AND DISPUTES**

Protests, in accordance Office of Procurement and Contracting Acquisition Regulation (OPCAR) Part 11, 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. Any protest shall be submitted in writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

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

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

Contractor is retained by Madison District Public Schools only for the purposes and to the extent set forth in this Contract. Contractor's relation to Madison District Public Schools shall only be that of an independent 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 Madison District Public Schools and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of Madison District Public 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**

Madison District Public Schools is exempt from paying Sales tax. Exemption certificates will be provided upon request.

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

Madison District Public 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 Madison District Public Schools and the failure to cure such condition, and provide a written response to Madison District Public 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. MADISON DISTRICT PUBLIC SCHOOLS CONTRACTOR PAYMENT POLICY & PROCEDURES**

All payments are conditioned upon properly documented proof of performance on an original Contractor invoice submitted by Contractor to Madison District Public 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 Madison District Public Schools 26550 John R, Madison Heights, MI 48071. Invoices shall include the following information: CT 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 Madison District Public 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 Madison District Public Schools will timely issue a Form 1099 to the Contractor. Except as otherwise specifically provided herein, each of the parties hereto 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 Request for Proposal is intended solely for internal use by the Bidder in its Proposal preparation. All information contained 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 Madison District Public Schools under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of Madison District Public 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, Madison District Public Schools.

**7. FREEDOM OF INFORMATION ACT**

The proposals and supporting materials become the property of Madison District Public 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 Request for Proposal 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 Agreement shall not be construed to create any right or benefit for any person who is not a party to this Agreement. 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. TOBACO/ALCOHOL ON SCHOOL PREMISES**

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

**11. NONDISCRIMINATION**

The Bidder 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 Bidder nor any of the Bidder's subcontractors 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 Bidder to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Madison District Public Schools to revoke and otherwise terminate the contract and all obligations of the School District there under.

**12. GUARANTEES BY THE BIDDER**

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 Madison District Public 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.

**13. 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 Madison District Public 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, Madison District Public Schools. If such insurance is not in force, Madison District Public Schools may, at its option, terminate and cancel the contract.

#### 14. 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.

#### 15. MADISON DISTRICT PUBLIC SCHOOLS RIGHT TO COMPLETE

In the event the Contractor shall fails, neglects, or refuses to perform any and all services under this Contract, Madison District Public 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

Bidder 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 Madison District Public 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 Madison District Public Schools with the work product of another

proposed to be used by the Contractor. Contractor agrees to indemnify, defend and hold harmless Madison District Public 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 Madison District Public Schools arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor's or Madison District Public 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 the District knew of such claim. Madison District Public Schools retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Madison District Public Schools in defending itself against such claims.

19. 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 Madison District Public Schools with the following information:

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

20. PRODUCT ACCEPTANCE

Madison District Public 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 Bidder(s) until acceptance. Only at that time will Madison District Public 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 bidder 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.

21. 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.

22. 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 Madison District Public 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 & Relationship Disclosure Affidavit, attached hereto as Section VIII** and submit the same with its proposal. Furthermore, Bidder represents and warrants to Madison District Public 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 Madison District Public 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 Madison District Public Schools in writing. If, after such disclosure, Madison District Public Schools cannot comply with applicable conflict of interest laws due to such relationship, Madison District Public 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 Madison District Public 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 District, in its sole and absolute discretion, deems a conflict of interest exists under applicable laws, such may be grounds for disqualification.

#### 23. MICHIGAN SCHOOL SAFETY LEGISLATION

The Contractor understands this Agreement is subject to 2006 PA 680 and as such the Contractor, its employees and subcontractors of any degree, must present themselves for fingerprinting upon execution of this Agreement so that Madison District Public 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 subcontractor thereof of any degree shall assign any individual, and Madison District Public 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 Madison District Public Schools each specifically approve of the work assignment in writing.

Any personnel of the Contractor or of the subcontractors 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 Madison District Public 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). Madison District Public 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 subcontractor 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, subcontractors, suppliers and materialmen of any degree.

In addition to this contract clause, the Contractor shall be obligated to undertake every necessary effort to assist Madison District Public Schools in complying with statutorily required criminal checks and reporting requirements concerning any employees in its employ and subcontractors 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 Madison District Public 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.

#### 24. 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 request for proposal with a "public entity" (Madison District Public Schools). The Act also requires that a person that submits a proposal in response to a Madison District Public Schools request for proposal shall certify to the

public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Madison District Public 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 the Madison District Public Schools determines, using credible information available to the public, that a person or entity has submitted a false certification, Madison District Public 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.

#### 25. 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 Madison District Public Schools, Office of Procurement & Contracting, 2111 Pontiac Lake Road, Waterford, MI 48328.

#### 26. SEVERABILITY

If any provision of the contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in anyway.

#### 27. ENTIRE AGREEMENT

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

#### 28. NON-WAIVER

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

#### 29. REPORTING | DOCUMENTATION

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

#### 30. OFFICIAL DOCUMENTS

The Authorized Version of the Request For Proposal (RFP) document shall be that document appearing on Bid4Michigan Bid System with amendments and updates. Madison District Public Schools officially distributes RFP documents through Bid4Michigan Bid System. Copies of documents obtained from any other source are not considered official copies. Only those Bidders who obtain documents from the Bid4Michigan Bid System are guaranteed access to receive addendum information, if such information is issued. If Bidder obtained this document from a source other than Bid4Michigan Bid System, it is recommended that Bidders register on the Bid4Michigan Bid System site <http://www.bid4michigan.com>, and obtain an official copy and any addenda.

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

### 1. CONTRACT TERM

This is an (1) year fixed contract beginning on July, 2019 through August 30, 2019. Pricing proposed as part of the solicitation process would remain fixed and in effect for the duration of the agreement.

### 2. WARRANTY

Bidder shall provide written warranty that includes a minimum of 8 years for equipment, parts and labor.

### 3. 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 for the term of the Contract.

### 4. SITE VISIT

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

### 5. RULES, REGULATIONS, POLICY AND PROCEDURES (For rental contracts)

Madison District Public Schools may from time to time establish reasonable rules, regulations, policy and procedures as it may deem necessary and proper for the management and control of public property, and may also from time to time change such rules at Madison District Public Schools discretion. This rental contract shall be in all respects subject to such rules and Contractor shall obey the rules. Breach of established rules shall constitute a default and is grounds for termination.

### 6. 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.

### 7. AVAILABILITY OF FUNDS

Bidder acknowledges that the award for services and/or products under this solicitation is contingent upon the availability of funds. Madison District Public 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. Madison District Public Schools shall provide Contractor with notice of a change in anticipated funding within a reasonable time after Madison District Public Schools receives such notice, if Madison District Public Schools intends to take unilateral action.

### 8. EXPENSES

Contractor's billing rates (hourly and/or daily rates) shall also include all additional expenses required to perform the services described in this Request for Proposal document (i.e. travel expenses, meals, fingerprinting fees). 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.

### 9. ELECTRICAL POWER TOOL AND EQUIPMENT

All electrical power tools and equipment shall meet or exceed the requirements of Underwriters Laboratory (U.L.). Each piece shall have the U.L. label affixed in a conspicuous place.

10. SCHOOL SAFETY REQUIREMENTS:

**This contract IS subject to the School Safety requirements** (reference the Michigan School Safety Legislation clause in Section III: General Contractual Terms & Conditions). As such, Contractor is required to:

- a) Require individual(s) that will work on Madison District Public 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 Madison District Public 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 must be received **PRIOR** to the date the individual begins work.
- e) Contractor shall provide the Madison District Public Schools' Contracting Officer a list of all Workers assigned to each building and their assigned areas of responsibility and this list shall be updated as Workers are hired or terminated.

NOTE: Fingerprinting can be conducted at Madison District Public 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. PROTECTION OF MADISON DISTRICT PUBLIC SCHOOLS' BUILDINGS, EQUIPMENT, AND VEGETATION

The Bidder shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on Madison District Public Schools. 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 Madison District Public 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.

12. VOLUNTARY ALTERNATES

Base proposals are requested in accordance with the detailed specifications. Voluntary alternates, which 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.

13. REBATES AND DISCOUNTS

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

14. STORM WATER PERMITS

While performing work involving grounds maintenance and/or the construction/maintenance of any infrastructure, including roads, water mains, sanitary sewers, storm drains and storm water best management practices (BMPs), contractors shall minimize pollution from storm water runoff that can affect water quality related to work activities. Pollutants that could impair water quality may include fuel, grease and oil, nutrients, bacteria and pathogens, litter and debris, and soil erosion and sedimentation. Applicable BMPs shall be implemented by the contractor to the maximum extent practicable to protect water quality and wildlife habitat.

15. PRIVACY AND SECURITY COMPLIANCE

- a. Bidder can confirm in writing that it is already in compliance with all applicable laws regarding the confidentiality, privacy and security of Data, including, without limitation, Federal Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Protection Act (HIPAA) and the Michigan Social Security Number Protection Act (Privacy Laws) and shall remain in compliance, including annual assessments, training, review of policies, agreements with third parties and appropriate use and disclosure of protected Data.

- b. Bidder uses and discloses Data with service providers only to the extent necessary to complete the services provided on behalf of Madison District Public Schools and OHRC and does not otherwise use, disclose or sell the Data.
- c. In the event of a violation of the privacy and security language or a use or disclosure of Data not in accordance with the agreement or applicable law, Bidder shall notify Madison District Public Schools as soon as possible, not to exceed 72 hours from the time Bidder learns of the violation, use or disclosure.
- d. Bidder has agreements covering the privacy and security of Data with all service providers who have or could have access to the Data received from Madison District Public Schools and the school districts participating in the OHRC.

## **SECTION V: SPECIFICATIONS**

NOTE: If any “brand name” is utilized in these specifications, it shall be construed to be used solely for demonstration purposes only, and shall be read to include “or substantial equivalent” after such brand name.

Madison District Public Schools is requesting proposals for a New Play Structure for Early Childhood Education at the Madison District Early Childhood Center. Which will include a Large play structure, see saw, swings at least 8 on structure, merry go round and boarders’ timber.

### **The following items should be included:**

- a. **8 feet high Elite Swing with 4 bays enabling 8 to swing at one time. (SWING) Fall Height, 8’, Post diameter 3.5 inch, safety zone 30’ x 60’**
- b. **Carousel (merry go round) – age range 2-12 yrs. child capacity 1-4, fall height 1” safety zone 17’-5” x 17’-5”**
- c. **Teeter Duo (see saw), child capacity 2, fall height 1’10” safety zone, 13’ 6” x 18’ 4”**
- d. **Large Grand Play Structure to include 3 to four slides, bridge, things to climb on etc. age range 5-12yrs. Child Capacity 38-45, fall height 84”, post diameter 3.5 inch, safety zone 34’3” x 39’ 9”**
- e. **Labor and installation, engineered wood fiber for play area, provide border of timber around play area**

**1. OVERVIEW:**

Madison District Public Schools is requesting proposals for a New Play Structure for Early Childhood Education at the Madison District Early Childhood Center. Which will include a Large play structure, see saw, swings at least 8 on structure, merry go round and boarders’ timber.

**2. MADISON DISTRICT PUBLIC SCHOOLS’ BUILDING ADDRESSES:**

<b>Building Name</b>	<b>Address</b>
Madison District Public Schools Administration	26550 John R, Madison Heights MI, 48071
Madison District Early Childhood Ctr.	25601 Couzens, Madison Heights, MI 48071

**3. PROJECT OBJECTIVES:**

Madison District Public Schools requires a .....

**4. REQUIREMENTS OF THE BIDDER: See information above.**

A. Qualifications

- a. Awarded Bidder will have a minimum of 10 years of similar experience.
- b.

B. Experience

- a. Staff proposed for the project will have a minimum 3 years of experience.
- b. Staff proposed for the project will have required certifications as indicated below:
  - i.

**5. SYSTEM/SERVICE REQUIREMENTS:**

A. Equipment specifications:

- a. All items listed in RFP must be a part of deliverables
- b.

B. Performance specifications:

- a.
- b.

C. Installation:

- a. Due by August 5, 2019
- b.

D. Training:

- a.
- b.

E. Hardware and software warranty and support:





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- a. All items listed in RFP must be a part of deliverables
- b.
- c.

**6. EVALUATION CRITERIA:**

Madison District Public Schools may award a contract to the most responsive Bidder(s) that best meets the following criteria:

**(UPDATE AND INSERT POINTS FOR ALL RFPs)**

- 1. Compliance to proposal submission instructions (proper forms, etc.) (5)
- 2. Overall qualifications of company (20)
- 3. Proposed solution (5 points)
- 4. Technical solution approach (10 points)
- 5. Implementation plan (30 points)
- 6. Training (5 points)
- 7. Warranty & support (30 points)
- 8. Experience & qualifications of personnel (5 points)
- 9. Resource commitment (5 points)
- 10. Past performance (10 points)
- 11. Cost (30 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 Madison District Public Schools.

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

- A. How long has your organization provided these services?
- B. How many clients do you currently service and how large is each client?
- C. Describe the financial soundness of your organization. Include any reports (audited financials, bank letters, Dun & Bradstreet reports, etc.) that demonstrate your firm's strength.
- D. Identify any litigation your firm is currently involved in or has settled/resolved over the last year.
- E. 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. Describe your licensing model? What additional licenses are available?

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

- A. Provide a proposed detailed implementation plan.
- B. Describe the number of staff to be assigned to this project and include their resumes and certifications, if any.
- C. Provide a detailed implementation plan based on the included schedule should your firm be awarded a contract.
- D. What is percentage that this project will be successfully completed on time?
- E. 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.
- B. Are there other training models available? If so, describe model and respective price change.

### **6. Warranty/Maintenance:**

- A. Describe the warranty that is included in the base pricing.
- B. Describe the escalation and support processes available.
- C. Which support option would your organization recommend Madison District Public Schools select? Explain why.

### **7. 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



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6. Section XII: Certification form
7. Section XIII: Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion, Lower Tier Cover Transactions form
8. Section XIV: Equal Opportunity Policy Statement form
9. Section XV: Certification Regarding Lobbying, Certification for Contracts, Grants, Loans, and Cooperative Contract form
10. Section XVI: Disclosure of Lobbying Activities form
11. Completed W-9 form



**SECTION VII: FEE PROPOSAL**

This is a (1) year fixed contract beginning on July, 2019 through August, 2019. 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 requested within section VII – Fee Proposal. Pricing shall not be provided anywhere else within the written Proposal. Section VII- Fee Proposal 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.**

**SECTION VIII: NOTARIZED FAMILIAL and RELATIONSHIP DISCLOSURE AFFIDAVIT**  
**(Return completed and notarized form with proposal)**

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 Madison District Public Schools Board or the Madison District Public Schools Superintendent shall be accompanied with the proposal. Proposals without this disclosure statement will not be accepted. The members of the Madison District Public Schools Board are: **Barbara DeMarco, George Ehlert, Marc Katz, Theresa Rich, and Connie Williams**, and the Madison District Public Schools' Superintendent is **Wanda Cook-Robinson**.

Further, the undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Contractor"), pursuant to the Familial and Relationship Disclosure requirement provided in the Madison District Public Schools (the "School District") Request for Proposals for **(The Play Structure)**, hereby represents and warrants that, except as provided below, no business or other relationship exists between any owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and any board member, administrator or employee of Madison District Public Schools, or any family member of any board member, administrator or employee of Madison District, including, but not limited to an employment, service, or other ownership or business relationship. As used herein, "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. Contractor further warrants and agrees that if any such relationship is establish after submission of the Proposal or after entering into the contract with Madison District Public Schools, Contractor shall immediately disclose the type and nature of such relationship to Madison District Public Schools in writing.

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

- There is no familial relationship that exists between the owner or any employee of the bidder and any member of the Madison District Public Schools Board, or the Madison District Public Schools Superintendent.
- There is no familial relationship that exists between the owner, officer, director or administrator of Contractor, or any employee of Contractor who is involved in this procurement and contracting process, and any board member, administrator or employee of Madison District Public Schools, or any family member of any board member, administrator or employee of Madison District Public Schools.

The undersigned, the owner or authorized representative of bidder (insert name) \_\_\_\_\_ does hereby Represent and warrant that the disclosure statements herein contained are true.

Print Name	Signature of Bidder Representative	Title
STATE OF MICHIGAN )		
	) ss	
COUNTY OF _____)		

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



Notary Public

My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_ Acting in the County of: \_\_\_\_\_



**SECTION IX: EXCEPTION TO SPECIFICATION FORM**

**Bidder shall enter all exceptions to the specifications in this section to be considered by Madison District Public Schools. Madison District Public 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 Madison District Public Schools)  
 \_\_\_\_\_
2. If applicable provide former company names: \_\_\_\_\_
3. Business Structure: Corporation ( ) Partnership ( ) Sole Proprietor ( )
4. Largest single contract this company has held \$ \_\_\_\_\_ With whom? \_\_\_\_\_
5. Annual gross sales for last four (4) years:  
 2018 \_\_\_\_\_ 2017 \_\_\_\_\_ 2016 \_\_\_\_\_ 2015 \_\_\_\_\_
6. Geographical area of operations for Company: \_\_\_\_\_
7. How many employees does company employ? Full-time employees: \_\_\_\_\_ Part-time employees: \_\_\_\_\_
8. 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 \_\_\_\_\_
9. Acknowledgement of addenda #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_  
 Date Initials Date Initials Date Initials
10. 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**

**CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT  
Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Madison District Public 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 XII: CERTIFICATION FORM**

**(The Play Structure)**

Bidder hereby certifies the following by checking yes or no by each item.

- |  | <u>Yes</u>               | <u>No</u>                |
|--|--------------------------|--------------------------|
| 1. The Bidder certifies they have read and examined all aspects of the RFP documents, including all addenda and will provide as described herein for the prices set forth in this Proposal.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Proposal offer.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Bidder shall attest in writing that they have sought answers to any questions they may have regarding the form or substance of this RFP, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Bidder certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Execution of this contract constitutes a representation by the Bidder that to the best of the Bidder’s knowledge no conflict of interest exists between the Madison District Public Schools representatives and the Bidder or its employees and agents.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. This Proposal is made without any previous understanding or agreement with any other person, firm or corporation submitting a Proposal for the same purpose and in all respects is fair and without collusion or fraud. The Bidder certifies that it has not divulged, discussed or compared its Proposal with other Bidders and has not colluded with any other Bidders or parties to a Proposal whatsoever. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The Bidder certifies they are not currently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State, or Federal Departments or agency.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The Bidder certifies they have read and understand the Equal Opportunity policy statement.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Bidder certifies that they are eligible to submit a Proposal based on the Iran Economic Sanctions Act (P.A. 517 or 2012).   | <input type="checkbox"/> | <input type="checkbox"/> |

The Bidder certifies they have read Section III, Official Document of the Request For Proposal and their Proposal submission contained herein were obtained directly from Bid4Michigan Bid System website, [www.MITN.info](http://www.MITN.info) and is an official copy of the authorized version. The Bidder certifies the information they have provided is correct and agrees to provide the scope of work in this Request For Proposal, including all terms and conditions, special provisions, specifications, addenda and the proposal as set forth in these Contract Documents. The parties intend for this to become part of the final and complete agreement between Madison District Public Schools and the Bidder.

Name (Print)	Title	Signature	Date
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**ACCEPTANCE OF PROPOSAL: (To be completed by the Contracting Officer AFTER Board approval)**

This proposal for said services and/or solution is hereby selected and has been approved by the Board of Education on date indicated below. As an awarded Contractor, your firm is bound to provide the services and/or solution per Contract documents in its entirety. The parties intend this award to constitute the final and complete agreement between Madison District Public Schools and the Contractor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto unless agreed in writing.

Name (Print)	Title	Signature	Date
--------------	-------	-----------	------

Board of Education Approval: \_\_\_\_\_ Purchase Order (PO) No: \_\_\_\_\_

**SECTION XIII: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
VOLUNTARY EXCLUSION, LOWER TIER COVER TRANSACTIONS FORM**

CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION  
LOWER TIER COVER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- A. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal debarment or agency.
- B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

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

\_\_\_\_\_  
Date

#### **SECTION XIV: EQUAL OPPORTUNITY POLICY STATEMENT FORM**

THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE  
MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH

It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Innovation and Opportunity Act (WIOA) further requires for all programs receiving financial assistance under Title I of the WIOA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicants operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

---

Name (Print) Title Signature Date

**SECTION XV: CERTIFICATION REGARDING LOBBYING, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACT FORM**

CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Grantee/Contractor Organization Program/Title

---

Name of Certifying Official Signature Date

\*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**SECTION XVI: DISCLOSURE OF LOBBYING ACTIVITIES FORM**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative contract <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known: _____	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>  Congressional District, if known: _____	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p>  CFDA Number, if applicable: _____	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> attach Continuous Sheet(s) SF-LLL-A, if necessary)	
<p>11. Amount of Payment (check all that apply):</p> <input type="checkbox"/> actual \$ _____ <input type="checkbox"/> planned  <p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>14. Brief Description of Services Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contacted, for Payment indicated in Item 1.</p>  (attach Continuous Sheet(s) SF-LLL-A, if necessary)		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the time above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone Number: _____ Date: _____</p>	
<p>Federal Use Only</p>		

