

# **REQUEST FOR PROPOSAL (RFP)**

## **RFP # 101 SEEKING SUBCONTRACTOR Website Development & Hosting**

**RFP Release Date:** **Friday, December 22, 2017**

**Written Questions Due:** **Friday, January 5, 2018**  
**On or before 1:30 p.m.**

**Proposals Due:** **Friday, January 12, 2018**  
**On or before 1:30 p.m. to the**

**BUSHELL MEDIA**  
**32580 Grandriver Ave Ste8**  
**Farmington, Hills, MI 48336**

*(See Section L, Paragraph 2, 'Submission Instructions')*

**BUSHELL MEDIA INC 32580  
GRANDRIVER AVE  
FARMINGTON HILLS, MI 48336**

## PREFACE

### Background

#### BUSHELL MEDIA INC Operations and Demographics

BUSHELL MEDIA INC provides a standard, traditional curriculum to a student body of approximately 50,000 students ranging from pre-kindergarten through the 12<sup>th</sup> grade. BUSHELL MEDIA INC also provides adult education at a variety of facilities during non-school hours. In addition to the standard curriculum, BUSHELL MEDIA INC offers a variety of specialized technical training programs for the higher-grade levels. The District encompasses an area of approximately 139 square miles. BUSHELL MEDIA INC operates 100 schools, including elementary (K-5), combination (K-8), middle schools, high schools and technical center schools.

### RFP Document

Suppliers need to review this document carefully. An explanation of the sections and parts are outlined below:

Section A-J (Parts I, II & III) will form the body of the contract once both parties have signed Section A. Upon award and acceptance of the proposed work, these sections become the contract with the Offeror (Vendor/Contractor) and BUSHELL MEDIA INC and may include attachments containing terms, conditions and/or pricing specific the product or service being rendered. Section J (Part III) contains all attachments or additional supporting information.

Section K-M (Part IV) contains the representations and certifications all Suppliers must complete to meet the eligibility requirements (Section K). It also contains the format instructions to Suppliers for both the specific product or service and general terms and conditions for all RFPs (Section L). Section M outlines specific information about the eligibility requirements, evaluation criteria and general selection process.



## SECTION B SCHEDULE

Supplier shall provide necessary labor, material, equipment, training, and supervision to develop a digital platform and content management system to externally host district/school/teacher websites and a mobile application for BUSHELL MEDIA INC District (BUSHELL MEDIA INC). District and school websites will be based on a custom design. All platforms must meet industry standards and state and federal laws for viewing (device responsiveness and browser), security and disaster recovery, web accessibility, multi-language translation, and allow single sign-on access for district administrators, content managers (school and district), teachers, parents and students. Platform must also allow for unlimited users and unlimited storage.

The new web platform for BUSHELL MEDIA INC must include the ability to seamlessly integrate directly with an automated notification system, shared messaging options for social media, global control of all district and school websites from a single content management system, centralized event calendar with the ability to print, and download and export various digital formats (Google Calendar, Apple iCal, and Microsoft Outlook/Office 365), and allow direct communication between teachers and parents and guardians via a native mobile app. While not a primary requirement for this contract at this time, BUSHELL MEDIA INC prefers its new web platform to have the ability to integrate with its student information system for future display of student schedules, grades, assignments, and links to teachers and blended learning options.

### Activity Timeline

Activity	Date
Board of Education Approval	2/13/2018
Project: Kick-off meetings Planning/Development Begins	2/19/2018
Project: Design & Navigation Development	3/05/2018
Project: Data Migration & Content Integration	4/02/2018
Project: Content Site Testing & Admin Training	4/23/2018
Project: Go Live Date	5/14/2018

### PRICING

Pricing must be all-inclusive of labor, materials, supplies, travel or any other necessary items. Pricing should include an applicable cost breakdown.

Annual pricing should be based on a minimum of four (4) additional one-year period -year renewals

### February 19, 2017 through June 30, 2018

Services	Fee
One Time Fees - Consulting & Design	
One Time Fees - Data Migration	
One Time Fees - Initial Training (Admin & Content Managers)	
Annual Web Support - 24/7 (prorated)	
Annual Hosting & License - Websites (qty. 115) (prorated)	
Annual Hosting & License - Mobile Application (prorated)	

**July 1, 2018 through June 30, 2019**

<b>Services</b>	<b>Fee</b>
Annual Hosting & License - Websites (qty. 115)	
Annual Hosting & License - Mobile Application	
Annual Web Support - 24/7	
Annual Notification System – (52K students); If directly provided by supplier	

**July 1, 2019 through June 30, 2020**

<b>Services</b>	<b>Fee</b>
Annual Hosting & License - Websites (qty. 115)	
Annual Hosting & License - Mobile Application	
Annual Web Support - 24/7	
Annual Notification System – (52K students); If directly provided by supplier	

**July 1, 2020 through June 30, 2021**

<b>Services</b>	<b>Fee</b>
Annual Hosting & License - Websites (qty. 115)	
Annual Hosting & License - Mobile Application	
Annual Web Support - 24/7	
Annual Notification System – (52K students); If directly provided by supplier	

**End of Section B**

**SECTION C  
SCOPE OF SERVICE**

**Executive Summary:**

BUSHELL MEDIA INC District, and its Office of Communications and Marketing, is seeking a web development and hosting firm with applicable K12 experience to create, develop and assist in the implementation of a new website platform to support the school district's primary site, individual school sites, and hosted site solutions for teachers.

In the fall of 2017, the Office of Communications and Marketing started the rebranding process designed to strengthen continuity with all school communities in the City of Detroit. Branding efforts will be final in the first quarter of 2018. As a result, BUSHELL MEDIA INC must also strengthen its digital presence and connections with students, parents, teachers, and the Detroit community. Working closely with district leadership, the chosen web development and hosting company will help BUSHELL MEDIA INC District formulate a new web strategy, implement an effective content management system, and a mobile application that are accessible by all desktop and mobile devices. Simple access for all users, the ability to locate information, and increasing use by school

and district stakeholders must be the primary driving forces behind the strategy. In addition to replicating and representing the district's new brand visually, best practices to promote smart and consistent navigation and efficient options to post and update content by district and school content managers are required. This new platform must comply with all federal and state web accessibility requirements.

Conceptual and final design, navigation, applicable content migration, and launch is estimated to take approximately three (3) months. A desired launch timeframe is May 2018.

### **Objectives & Requirements of Engagement:**

The supplier will propose a redesign, implementation, and hosting of the BUSHELL MEDIA INC public website, and all school websites using a highly-secure cloud-based service and provide services 24X365. The proposal must include approximately 110 individual websites for schools, and 5 individual websites for central offices and departments. In addition, each teacher should have the option to use the new solution to manage a dedicated teacher page/blog that is accessible via each school website or through a standard database search. Proposals for redesign of the website and Content Management Service (CMS) shall include or account for, but not be limited to, the following:

Create a highly usable website, designed for responsive use across all devices and browsers, and organized in a consistent manner allowing viewers to easily find information via an efficient navigation layout and strategy, and search engine tool

Convey the organizational culture consistent with the BUSHELL MEDIA INC brand.

Provide training and support services to a variety of BUSHELL MEDIA INC end users and maintainers initially and ongoing.

Once design and testing of conceptual sites are complete, consolidate and migrate existing content as approved in advance by BUSHELL MEDIA INC to the new platform

### **Support Requirements**

Qualified Respondents are encouraged to submit a proposal for the following:

- 1. Project Management:** The Supplier shall adhere to best practices for effective management of project activities in accordance with the life-cycle management of projects.
  - a. In collaboration with the BUSHELL MEDIA INC project manager, the Supplier shall develop and maintain project plans with respect to the scope encompassed in this solicitation to ensure the cost, schedule, and quality for a successful implementation of the Supplier's proposed Solution. The Supplier shall submit a task/activity plan specifying the tasks to be undertaken and their estimated duration.
  - b. The Supplier shall include time lines showing beginning and ending dates for each major task in implementation plans and any subsequent project effort developed during the life of the contract as well as the names of person responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to meet delivery dates required by the contract. Payments will be made to Supplier per the agreed upon terms & conditions/master agreement, at the completion of agreed-to milestones, and based on evidence that completion of services and products is satisfactory.
  - c. The Supplier's Project Manager(s) will work closely with BUSHELL MEDIA INC to (among other activities):

- i. Manage project schedule and Supplier staff allocations.
- ii. Track progress of engagement.
- iii. Communicate project progress via reports, meetings, presentations, and individual correspondence.
- iv. Facilitate review and acceptance of deliverables.
- v. Ensure project objectives remain consistent with the working agreement.
- vi. Facilitate meetings.
- vii. Manage project risks.
- viii. Manage change request process.
- ix. Manage the Development – Functional Test – Rework cycle.

**2. Requirements Analysis and Discovery:** The Supplier shall lead and document the requirements analysis with the objectives of understanding and specifying the requirements at a level sufficient to complete the development, customization, testing, and deployment of the proposed solution. This analysis shall include but not be limited to the following:

- a. Plans for collaboration and approval process
- b. Analysis of current site design, architecture, and usage
- c. Inventory of necessary functions, capabilities, or characteristics related to the website
- d. Task analysis, development of personas and scenarios
- e. Definition of content categories
- f. Definition of relationships between pieces of content
- g. Organizational alignment to content management processes
- h. Organization-wide content strategy and governance definition
- i. Inventory of content
- j. Prototyping

**3. Design and Usability Services:** The Supplier shall provide design options for BUSHELL MEDIA INC internet website based on the preceding requirements analysis and usability testing on selected designs. These services shall include but not be limited to the following:

- a. Home and all related nodes for central office and department content
- b. Varying options for Elementary, Middle and High schools (while in line with branding, may vary slightly by school type)
- c. The Supplier shall conduct design walkthroughs with BUSHELL MEDIA INC staff to elicit early feedback on configurations, customizations, and interfaces. The supplier shall provide BUSHELL MEDIA INC with the topics being covered and any related screenshots, design documentation, etc., one week prior to the scheduled walkthroughs. The Supplier shall document the feedback, make the necessary changes, and seek approval from BUSHELL MEDIA INC staff.

- d. Meet with BUSHELL MEDIA INC staff to confirm design for usability testing, along with key tasks, define the goals of testing, set successful completion criteria for tasks, and identify target users.
  - e. Work with BUSHELL MEDIA INC staff to draft a test script for usability testing with BUSHELL MEDIA INC-selected testers as needed.
  - f. Conduct usability testing with BUSHELL MEDIA INC as needed. Compile and analyze usability testing results to develop a written report of findings, including screenshots, severity rankings of problems, identification of tradeoffs to resolve conflicting goals and proposals to resolve these conflicts, and recommendations for improvements to the design.
  - g. Give onsite presentation of findings to BUSHELL MEDIA INC staff.
- 4. Build and Migration:** In collaboration with BUSHELL MEDIA INC, the Supplier shall develop and execute a development and migration plan for the selected design supporting a phased implementation. The plan must have detailed steps, responsibilities, and timelines for building the new internet website and moving the necessary content from its existing format into the new platform in development and staging environments. The plan must include steps, responsibilities and timelines for user acceptance, quality assurance, training site administrators and content managers, and conducting final pre-launch audits for performance and security configuration. The Supplier shall have key personnel and resources on site at BUSHELL MEDIA INC, as necessary, to support data integration efforts as each component is deployed to aid in rapidly addressing any issues that may arise.
- a. The migration plan must have detailed steps, responsibilities, and timelines for moving the solution into staging.
  - b. Translation of Content – The solution must provide a seamless method for users to translate pages into multiple languages.
- 5. Deployment:** In collaboration with BUSHELL MEDIA INC, the Supplier shall develop and execute a deployment plan. The plan must have detailed steps, responsibilities, and timelines for migrating content from staging to the production environment. BUSHELL MEDIA INC resources will also support the deployment as agreed upon during planning. The Supplier shall have key personnel and resources on site at BUSHELL MEDIA INC, as necessary, to support data integration efforts as each component is deployed to aid in rapidly addressing any issues that may arise.
- a. District/Central offices - The deployment plan must have detailed steps, responsibilities, and timelines for moving the solution into production.
  - b. Schools - The deployment plan must have detailed steps, responsibilities, and timelines for moving the solution into production.
- 6. Training Plan:** In collaboration with BUSHELL MEDIA INC, the Supplier shall develop and execute a training plan of the configured Solution supporting a phased implementation. The training plan must have detailed steps, responsibilities, and timelines for moving the Solution into production. BUSHELL MEDIA INC resources will also support training as agreed upon during planning. The plan should also include ongoing training, at regular intervals after implementation, to accommodate new users, and in a format accessible via a web browser or other training tool that allows for individual training.
- 7. Hosting, Support and Maintenance:** Supplier shall provide hosting (depending on the solution), support, and maintenance services as specified in the Operational Requirements,





and Service and Operational Support sections below. Supplier shall provide a hosting architecture document outlining the infrastructure proposed to host the site.

## **Operational Requirements**

### **1. BUSHELL MEDIA INC Network**

As this new web platform solution will be hosted and located at an external non-district data center, internal district network specifications are not required to meet any key threshold, bandwidth, and/or capacity.

### **2. Technical Requirements**

- a. **Web Traffic** - all components of the solution shall perform and scale to accommodate BUSHELL MEDIA INC's current web traffic with reasonable accommodation for expansion in the immediate future. Over the past 365 days on detroitk12.org, there were 4,475,007 Sessions; 1,636,628 Users; 8,634,681 Page views
- b. **CMS Environment** - the solution and content management system shall allow separate environments:
  - i. Development/Unpublished – this working environment that allows individual content managers to post content to a page without affecting the overall website template via a standard CMS editor window and/or HTML.
    1. This environment has a preview option to review page content and layout as it will look in a live environment.
    2. This environment allows content managers to select a general/standard layout for placement or choose predesigned page layouts that offer multi-column and rows for placement within a page; document/file libraries; and embed, link and/or place media files.
    3. This environment must enforce web accessibility requirements before allowing content manager to post content to the Production/Live environment.
  - ii. Production/Live – this is the district's active web-facing environment. After completing training and department leader/principals approving access, individual content managers will have access to post in real-time.
    1. This environment will not allow individual content managers access to adjust, change and/or modify the overall website template for both the district and schools websites.
    2. This environment will allow only approved district administrators with super-admin roles the ability to make website template adjustments and updates.
    3. This environment will allow industry standard archiving and version control to meet State of Michigan records retention requirements.
- c. **Security** - the Supplier's methodologies must incorporate and promote adequate and industry standards and best practices for network security, internet security, cloud security, and end-point security to include at a minimum:

- i. The Solution must operate on an information assurance model of confidentiality, integrity, and availability (CIA).
  - ii. The Solution shall have security features that mitigate malicious attacks, data breaches, denial of service attacks, identity theft, data interception, and SQL injection from hackers, bots, malware, and/or viruses.
    - 1. The hosted solution must conduct industry standard security practices including vulnerability testing, penetration testing, and network intrusion/detection.
  - iii. The Solution shall support encryption between all server components, client-to-server connections, and maintain adequate security certificates for efficient browser access.
  - iv. The Solution shall have the ability to support firewall traversal techniques. No ports other than 80 and 443 should be required to be open on any participant's firewalls.
  - v. The solution shall have the ability to provide logging and auditing of system activities including user access, and, at a minimum, time stamp and source IP data. The solution shall have the capability of capturing browser source IP addresses, not just load balancer IP addresses.
  - vi. The Solution's physical systems shall include the following security features:
    - 1. Systems shall be stored in a location that protects them from unauthorized physical access. Measures (locks, badges, keycard, etc.) shall be implemented to restrict the access to the systems.
    - 2. The "Need-to-know" principal shall be used to assign physical access rights to these systems, and access shall be monitored and logged. Upon loss of "need-to-know," access rights shall be promptly removed.
    - 3. Record of modifications and repairs shall be maintained and be available to customer upon request.
    - 4. System shall utilize an Uninterruptible Power Supply (UPS) and back-up generator power with proper capacity, and provide for business continuity and disaster recovery.
    - 5. System shall include contingency and mirroring plans to ensure that the information is accessible in emergency situations and disaster recovery.
  - vii. The solution must meet or exceed BUSHELL MEDIA INC Security Profile requirements.
  - viii. The Respondent must be willing to sign a Student Information Confidentiality and Non-Disclosure Agreement that meets all State of Michigan and federal legal requirements per the Family Educational Rights and Privacy Act (FERPA) and the Protection of Pupil Rights Amendment (PPRA).
- d. **Authentication** - The Solution shall provide support for Secure OAuth through BUSHELL MEDIA INC's Azure Platform, and must support creation and management of user

accounts based on Active Directory users and groups through Azure and individually to define specific roles and permissions. Any options to use Secure LDAP must be approved in advance by BUSHELL MEDIA INC Technology and Information Services.

- e. **Integration and Application Development Tools** - the Solution shall have the ability to integrate with Exchange/Mail server and use e-mail forms. It is desirable that the Solution should provide a method to interface with third party programs such as MS Exchange Integration.
- f. **Account Management** – the Supplier must meet the following requirements, at a minimum.
  - i. The Supplier must assign an Account Team which will interface with BUSHELL MEDIA INC to be assigned for the duration of the contract. The Account Team must be available to BUSHELL MEDIA INC to provide services which include, but are not limited to, support for service orders, technical assistance, invoicing, problem management, and overall contract performance.
  - ii. All members of the Account Team and any and all subsequent support personnel (including, but not limited to, the personnel detailed below) must be provided at no additional cost to BUSHELL MEDIA INC.
  - iii. The Supplier must assign an Account Manager to be the Account Team lead representative and to serve as the Single Point of Contact (“SPOC”) between BUSHELL MEDIA INC and the Supplier and subsequently, the associated Account Team.
  - iv. The Supplier’s Account Manager must schedule and hold meetings no less than twice (2x) per month (unless otherwise directed by BUSHELL MEDIA INC at a later time) to review the Supplier’s performance, problem resolution, reports, and opportunities for improvement. The Account Manager will provide the agenda at least one (1) business day prior to the meeting and will have any supporting staff and/or resources at the meeting as is appropriate.
  - v. The Supplier must also identify one primary point of contact for the sole purposes of service order processing and invoicing. All communications with regard to service orders and invoicing between BUSHELL MEDIA INC and the Supplier must flow through this Account Team member.
  - vi. The Supplier must also identify primary point(s) of contact for the sole purpose of technical support. One technical point of contact may be assigned for multiple services, provided that this contact is qualified.
  - vii. The Supplier must ensure that Account Team contact information is continually reviewed and updated as changes within the Supplier’s organization occur.
  - viii. The Supplier must ensure that appropriate security measures are taken by any and all personnel to protect BUSHELL MEDIA INC’ data integrity and privacy.

### 3. Functional Requirements

The solution shall include and comply with the following:

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- a. **Responsive Site Design** – the solution shall provide optimal viewing and interaction experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones and tablets).
- b. **Search Engine** – the solution shall have a customizable search function with in-site search functionality and ability to edit and index to remove broken page links and references; each page, image, document/file shall have the option to attach applicable meta data/key word references to improve internal search engine optimization
- c. **Site Access** – the solution shall have a role-based model to assign permissions and authorize access to the district’s home page and general pages, department pages, and school websites for content managers through Secure OAuth via BUSHELL MEDIA INC’s Azure Platform; solution must support creation and management of user accounts based on Active Directory users and groups through Azure; any parent and student access will follow BUSHELL MEDIA INC policies and procedures for Single sign-on (SSO).
  - i. User Management through Active Directory shall support a workflow and approval process for over 1000 end users in a variety of roles and include group account management capabilities.
  - ii. Permissions – the Solution shall provide the ability to assign granular user permissions (individual and group), and include the ability to work backwards to determine what items a particular group or individual has rights to touch, e.g. file level or library level, etc.
- d. **WYSIWYG interface** – the Solution shall provide an easy-to-use content management system that provides a WYSIWYG interface for maintaining and updating content using multiple mobile and desktop devices via all standard browsers (i.e. Chrome, Edge, IE, and Safari).
- e. **BUSHELL MEDIA INC Branding** - the look and feel shall be consistent and convey the BUSHELL MEDIA INC brand, including typography, photography, logo and other graphic elements and color schemes.
  - i. Homepage design: The homepage design shall convey the BUSHELL MEDIA INC brand.
  - ii. School designs: Individual school websites shall convey the selected design, and allow for variations in colors and logos.
  - iii. Department design: Individual department websites shall convey the selected design with no variations.
- f. **Asset Management** – the solution shall an efficient back-end management application within the CMS to add, remove, review, query and update documents, files, images and videos.
- g. **Calendaring System** - The solution should allow content managers to place multiple events, categorize events by date and time; site users shall have the ability to subscribe to all calendars
- h. **Maps and Directions** - The solution should provide the ability to display maps and directions associated with locations mentioned on the pages.

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- i. **Staff Directories** - the solution shall have the ability to upload either through a manual and/or automated process contact information for all district and school employees.
- j. **Navigation Management** - The navigation system shall be efficient and consistent for all district and school websites; for primary displayed navigation options (home pages), solution shall only allow updates to be made by district administrators with super-user access; navigation layout and functionality shall follow industry standards and best practices for devices (i.e. mobile, desktop, tablet, etc.) and web accessibility.
- k. **Multilingual & Web Accessible Support** - The solution shall support a seamless ability for the user to translate pages into multiple languages, and supports users with special needs using who may be using Assistive Technologies and Adaptive Strategies to view the solution; solution shall have the ability to easily adjust the displayed font size (if not available via browser setting) and offer an easy print option.
- l. **Video Streaming** - The solution shall support the ability to fully-integrate video content hosted externally.
- m. **Blogs, forms, surveys, RSS aggregation and publishing** - the solution shall have the ability to post blogs/dedicated teacher pages, turn commenting on and/or off, forms and surveys (internal or embedding a third party solution via an iframe), apply an RSS and to any page.
- n. **Social Media Integration** - The solution should provide the ability to display multiple social media feeds (i.e. Facebook, Twitter, Instagram, LinkedIn); the solution should support the ability for site visitors to share site content through social media channels or email any page.
- o. **Newsroom Feature** - The solution shall support the ability to post news to a page or pages on the site.
- p. **E-newsletters & Surveys** - The solution shall support the ability to display, fill-out and submit surveys, and subscribe to e-newsletters via external applications (i.e. Constant Contact, Mail Chimp, Survey Monkey, Qualtrics)
- q. **Browser support, Viewing, Editing** - the solution will be accessible and have the ability to be edited on all major browsers and operating systems (PC, Apple, Android); ensure implementation is functional with the current versions and one version back of major browsers and operating systems.
- r. **Web Accessibility** - Comply with the Americans with Disabilities Act Section 508 and World Wide Web Consortium standards (See Web Accessibility below)
- s. **Data and File Migration** - supplier will be responsible for migrating the data and files from the existing internet website into the new CMS. This includes integrating the existing content into the new design, navigation, structure and site.
- t. **Reporting** - At a minimum, the Supplier's reporting tool set must meet (or provide) the following specifications:
  - i. Must be accessible by BUSHELL MEDIA INC 24x365 through the online portal.



- ii. Allow for scheduled reports to be automatically generated on a pre-defined schedule and sent to BUSHELL MEDIA INC via email.
- iii. Provide the ability to generate reports with either detailed or summarized data with ad hoc capabilities.
- iv. Reporting features will have the capability to export to Excel, Word, or text directly from the user interface.
- v. Must be able to integrate with Google Analytics to validate data pull.
- vi. Types of reports will include (but not be limited to):
  - 1. Analytic reports (based on Google Analytics integration)
  - 2. Broken links reports – administrator can click on the page URL to fix the broken links
  - 3. Misspelled words reports – administrator can click on the misspelled words to fix
  - 4. Hot links reports – displays the URL of all pages linked from a specified page.
- u. **Development and Deployment** - secure, fault tolerant and highly available hosted environment to support site development and deployment to the public including:
  - i. Unlimited bandwidth for peak demands
  - ii. Backup services with the ability to restore the site to a “point in time”
  - iii. Site redundancy at multiple locations
  - iv. Provide up time level of 99.99% with financially backed guarantee
- v. **Training and Support** - supplier shall provide initial training for content users and shall provide ongoing support including project management, development, help desk support and training as separate items.

#### 4. Service and Operational Support

The Supplier shall provide a Service Level Agreement (SLA) describing service and support for the system. The Supplier’s proposed SLA structure must meet the following minimum specifications:

- a. **Availability** - The Supplier will ensure a minimum of 99.99% availability, consistent with the BUSHELL MEDIA INC School Board operational expectations, by ensuring service availability, limiting maintenance interruptions, and managing incidents (or “trouble tickets”) efficiently.
- b. **Ticketing** - The Supplier will have an applicable service request ticketing system for incident and change management to process, document and log, respond and resolve issues.
  - i. Response Time – The Supplier’s response time begins at the time that BUSHELL MEDIA INC notifies the Supplier of a service trouble or outage via repair request, or the Supplier’s monitoring/fault detection systems detect the service trouble or outage on its own. Response time concludes when the Supplier commences performance of remedial service. The

acknowledgement of receipt of notification or generation of a trouble ticket on the Supplier's part does not constitute a response.

- ii. Repair Time – The Supplier's repair begins at the time that BUSHELL MEDIA INC notifies the Supplier of a service trouble or outage via repair request, or the Supplier's monitoring/fault detection systems detect the service trouble or outage on its own. Repair time concludes when the Supplier permanently restores the service to the same or better state, than before the service trouble or outage occurrence.
- iii. Workarounds – It is desirable, when possible, for the Supplier to implement a workaround to temporarily restore service to BUSHELL MEDIA INC to lessen the impact on normal operations. Implementation of such a workaround does not extend or alter the permanent repair time in any manner.
- iv. Availability of Support Services – The Supplier must make its service(s) available during BUSHELL MEDIA INC business hours.
- v. The Supplier must have established administrative, ethical, and technological security measures and processes implemented within its organization for the purpose of protecting and maintaining continuity of its service delivery to BUSHELL MEDIA INC.

## **5. Web Accessibility**

- a. Site shall be accessible to those with disabilities.
- b. Accessibility checker that is incorporated into the site editing experience and allows for an integrated experience.
- c. Accessibility reporting should be available for all editors of the website.
- d. Accessibility evaluation should be continuous and provide accessibility issues categorized by severity.
- e. Accessibility checks should utilize the WCAG 2.0 guidelines (Web Content Accessibility Guidelines) and highlight potential accessibility issues.
  - i. At a minimum, WCAG 2.0 guidelines must meet Level AA requirements
- f. Accessibility reports should be available for individual sections, pages, and sites. Reports should also roll up to the highest level to be reviewed by the website site administrators if desired.

## **6. Candidate Selection and Interview**

Candidates will be selected based on qualifications including demonstrated success in

- a. Review of RFP by BUSHELL MEDIA INC selection committee
- b. Review of Interview Presentation – Approach, Experience and Fee Schedule by BUSHELL MEDIA INC selection committee
- c. Minimum Firm Requirements:
  - i. The District requires the web development and hosting company to disclose any prior business relationships with the District.
- d. Qualifications:

e. Rate and Hours:

- i. Based upon industry standards and the recognition that BUSHELL MEDIA INC is a public not for profit organization, web development and hosting companies are encouraged to submit a quote for services that is all-inclusive based on the suggested fee schedule as described in section B.
- f. The District will begin engaging with the web development and hosting company and negotiating contracts in January 2018. Final contract, master service agreement(s), terms and conditions, and fee schedule will require superintendent recommendation and depending upon the contract value, school board approval before any services can be rendered.

**End of Section C**

**SECTION D**  
**PACKAGING AND MARKING**  
(Reserved)  
**End of Section D**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

The Senior Executive Director of Communications and Marketing, is the Chief Procurement and Logistics Officer's Technical Representative and shall perform or designate other persons or entities to perform inspection, acceptance, and quality assurance. Reports and other submissions shall be submitted to: Chrystal Wilson

Communications and Marketing  
Fisher Building, 10<sup>th</sup> Floor  
3011 West Grand Blvd.  
Detroit, MI 48202

----- **End of Section E** -----

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

The primary place of performance and/or delivery for program in Section B shall mostly be at the Detroit Public School District. Monday through Friday except Holidays.

**End of Section F**

## SECTION G

### CONTRACT ADMINISTRATION DATA

1. The Deputy Executive Director - Procurement shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Supplier shall not rely upon any oral change from anyone, or a written request for change from someone other than the Deputy Executive Director - Procurement. All changes must be in writing, signed by the Deputy Executive Director - Procurement.

#### 2. Invoicing and Payment

- a. Invoicing and billing shall be submitted to:

BUSHELL MEDIA INC  
District  
Fisher Building  
Accounts Payable Department  
3011 West Grand Blvd.  
Detroit, MI 48202

And shall conform to policies or regulations adopted from time to time by the District. Invoices shall be legible and shall contain, as a minimum and as applicable the following information: (1) the contract number and **BUSHELL MEDIA INC purchase order number**;

- (2) a complete itemization of all costs including quantities ordered; (3) a complete itemization of the schools and/or students served; and (4) any discounts offered to the District under the terms of the contract. A courtesy copy of the invoice may be sent to the department identified under Section E – Inspection and Acceptance but shall not be deemed received by BUSHELL MEDIA INC unless sent directly to the Accounts Payable.
- b. Subject to any withholding provisions of the contract, payment shall be made within a [90] day payment cycle after the District's receipt of a properly prepared invoice.
- c. The Supplier shall provide to the Deputy Executive Director - Procurement a fully executed W-9 Form. It is the Supplier's responsibility to notify the Deputy Executive Director - Procurement of any changes in the remittal address. Failure to provide this information may impact payment of invoices by BUSHELL MEDIA INC. In order that this Form is the current version at time of submittal, the Supplier shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is:

[http://www.irs.gov/prod/forms\\_pub/whatshot.htm](http://www.irs.gov/prod/forms_pub/whatshot.htm)

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

----- End of Section H -----

## SECTION I GENERAL CONTRACT CLAUSES

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## **I.01 Type of Contract**

This will be a fixed type Contract. Unless the parties otherwise agree in writing, the fixed prices agreed upon by the parties will remain fixed for the duration of the Contract, including any extensions thereof.

## **I.02 Term of Contract**

This Contract is for the period commencing on January \_\_\_\_, 2018 and ending on June 30, 2018, subject to extension as set forth in Section I.03 below and suspension and termination as set forth in Sections I.38 and I.39 below.

## **I.03 Option to Extend the Term of the Contract (Optional)**

1. The District has the option to extend this Contract for three (4) one year terms. The District may exercise its option to extend the term of this Contract by written notice to the Supplier at least 10 days before the expiration of the base term and any renewal term. If feasible, the District shall give the Supplier a preliminary written notice of its intent to extend at least thirty (30) days before the expiration of the base term and any renewal term. The preliminary notice does not commit the District, and any absence of notice shall not affect the validity of any exercise of the option to extend this Contract. The District's exercise of its option to extend shall not be deemed a waiver of any claims under this Contract.
2. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed a total of 5 years.
3. Any extension shall be in a writing signed by the parties.

## **I.04 Availability of Funds (Multi-Year)**

Funds are presently available for performance under this Contract. The District's obligation for performance of this Contract beyond the current fiscal year is contingent upon the availability of authorized funds from the District. No legal liability on the part of the District for any payment may arise for performance under this Contract, until the Supplier receives notice of such availability of funds or notice to proceed, in writing, from the Chief Procurement and Logistics Officer.

## **I.05 Holidays:**

The District observes the following Holidays (Note: The radio station will operate during all Holidays):

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **I.06 Compliance with Applicable Laws**

The Supplier agrees to adhere to and comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Contract and the operation of school buildings in the State of Michigan, including, but not limited to, federal laws and regulations pertaining to Equal Employment Opportunity, Fair Employment Practices, Anti-Kickback Act, Clean Water Act, Environmental Protection Agency laws and regulations, Energy Policy and Conservation Act, Elementary and Secondary Education Act, the No Child Left Behind Act, American Disabilities Act, the Asbestos Hazardous Emergency Response Act, America Recovery and Reinvestment Act, federal and state privacy laws and federal and state health regulations. The Supplier shall also adhere to all rules and regulations, including any reporting requirements thereof, from any regulatory body, including Department of Education (DOE) and Department of Labor, regarding the operations of such programs. Supplier acknowledges this Contract may be funded by funds from a federal agency or program. Supplier certifies that neither it, its principals nor its subcontractors are currently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

## **I.07 Licenses and Permits**

The Supplier shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Suppliers to perform parts of the work.

## **I.08 Licensed and Qualified Personnel**

The Supplier agrees to use only licensed personnel to perform work required by law to be performed by such personnel. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility. The Supplier represents that all persons performing services under this Contract have the requisite skills and experience necessary to adequately provide the services in the accordance with the standards set forth herein, and shall be qualified to do so and licensed if required.

## **I.09 Criminal Background Screening**

The Supplier agrees that any and all Supplier employees, subcontractors, independent contractors or other agents working on or under this Contract shall be free and clear of any sexual and drug related convictions, and from any felony convictions. The Supplier understands and agrees that each employee, subcontractor, independent supplier or other agent, who is or shall be assigned to regularly and continuously work under this Contract in any of the District's schools, as determined or defined by the Michigan Revised School Code (each a "Covered Employee or Agent"), must provide written consent to the District to enable the District to conduct the federal and state criminal history check and the federal and state criminal records check required by the Michigan Revised School Code. The Supplier further agrees that each Covered Employee or Agent must be presented to submit his or her fingerprints for the purpose of the federal and state criminal records check in accordance with District policy and as further directed by the District, at the sole cost and expense of the Supplier, have the results sent to the District, and provide all information required by the State of Michigan to include those individuals in the appropriate State of Michigan education personnel databases.

The Supplier understands and agrees that the cost of the criminal background check is the responsibility and expense of the Supplier and its Covered Employees or Agents and not the responsibility and expense of the District.

The Supplier understands and agrees that any of its Covered Employee or Agent, who does not meet or comply with the requirements of this Section may not provide services to the District under this Contract or otherwise. Failure by any Covered Employee or Agent of Supplier to comply with the provisions of this Section constitutes a breach of this Contract and the District may seek all applicable remedies.

#### **I.10 Equal Opportunity**

During the performance of this Contract, the Supplier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Supplier further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and suppliers, which are “disadvantaged business enterprises” or “women owned enterprises” (both as defined by federal law or regulation in effect on the date of this contract). The Supplier agrees to insert the substance of this clause in all subcontracts and purchase orders.

#### **I.11 Subcontractors and Outside Consultants**

Supplier agrees that any subcontractors and outside consultants required or utilized by the Supplier in connection with the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the District in connection with the award of this Contract, and who will assist the Supplier in performing the Contract in accordance with its terms, including, but not limited to, the provisions relating to insurance, the right to audit, confidentiality, and background checks. Any substitution in such subcontractors or consultants is subject to the prior written approval of the District. The Supplier shall inform any subcontractors of the terms and conditions of this Contract and have the subcontractors’ written agreement to be bound by the terms thereof.

#### **I.12 Drug-Free Workplace**

1. Definitions. As used in this clause –
  - a. “Controlled substance” means a controlled substance including but not limited to marijuana, heroin, LSD, concentrated cannabis or cannabis oils, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, cocaine, methadone, quaaludes, amphetamines, ‘exotic designer’ drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital or valium.
  - b. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
  - c. “Criminal drug statute: means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
  - d. “Drug-free workplace” means the site(s) for the performance of work done by the Supplier in connection with a specific contract.
  - e. “Alcohol” means ethyl alcohol and any beverage containing ethyl alcohol.
  - f. “Employee” means an employee of a Supplier or of a permitted Subcontractor or outside consultant directly engaged in the performance of work under a District



contract. "Directly engaged" is defined to include all direct cost employees and any other Supplier employee who has other than a minimal impact or involvement in contract performance.

- g. "Individual" means a Supplier that has no more than one employee including the Supplier.
2. The Supplier shall, within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or immediately for contracts of less than 30 days performance duration
- a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. Establish an ongoing drug-free awareness program to inform such employees about -
    - i. The dangers of drug abuse in the workplace;
    - ii. The Supplier's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2) (a) of this clause;
  - d. Notify such employees in writing in the statement required by subparagraph (2) (a) of this clause that, as a condition of continued employment on this contract, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
  - e. Notify the Chief Procurement and Logistics Officer in writing within 10 days after receiving notice under subdivision (2) (d) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - a. Within 30 days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - i. Taking appropriate personnel action against such employee, up to and including termination; or
    - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
  - b. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (2) (a) through (2) (f) of this clause.

- i. The Supplier, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- ii. In addition to other remedies available to the District, the Supplier's failure to comply with the requirements herein renders the Supplier subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

### **I.13 Standards of Performance and Reasonable Assurances**

1. The Supplier shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.
2. The Supplier shall perform all services required by this Contract in accordance with high professional standards prevailing in the Supplier's field of work.
3. If the District, in good faith, has reason to believe that the Supplier does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the District may demand in writing that the Supplier give a written assurance of intent to perform. Failure by the Supplier to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the District's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

### **I.14 Materials and Equipment**

The Supplier is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, beyond normal and routine equipment provided at schools and administrative office facilities. Materials and supplies used will be reputable name brands and kept in excellent condition. Occupational Safety and Health Act of 1970 (OSHA) training, if applicable, will be provided to all employees required to operate equipment. The Supplier will be held responsible for damages resulting from improper use of tool, materials and equipment, unless such damages result from the negligence of the District, and shall repair or pay for such damages, at its sole cost.

### **I.15 Patents and Royalties**

The Supplier, without exception, shall indemnify and hold harmless the District and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the District. If the Supplier uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

### **I.16 Warranty of Services and Goods**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete

performance of the contract. "Correction," as used in this clause, means the elimination of defect.

2. Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed and goods provided under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. Contract further warrants that the goods will be fit and sufficient for the purpose intended. The Chief Procurement and Logistics Officer shall give written notice of any defect or nonconformance to the Supplier within 30 days. This notice shall state either (1) that the Supplier shall correct, re-perform or replace any defective or nonconforming services or goods, or (2) that the District does not require correction, re-performance or replacement.
3. If the Supplier is required to correct or re-perform services or replace goods, it shall be at no cost to the District, and any services corrected or re-performed or any goods replaced by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform services or replace goods, the Chief Procurement and Logistics Officer may, by contract or otherwise, correct or replace with similar services and goods and charge to the Supplier the cost occasioned to the District thereby, or make an equitable adjustment in the Contract price.
4. Supplier will deliver and transfer all manufacturer's warranties related to the goods to the District and will execute all paperwork and instruments necessary to effectuate such delivery and transfer.

#### **I.17 Adjustment and Cleaning**

1. The Supplier shall clean exposed surfaces of all grease, oil, dirt, and other foreign matter and remove all packaging materials.
2. The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Supplier shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Supplier shall leave the work area in clean, neat and orderly conditions satisfactory to the District. Dumpsters will not be provided by the District.

#### **I.18 Federal, State, and Local Taxes**

The Contract price includes all applicable federal, state, and local taxes and duties. The District is exempt from Michigan State and local sales and use taxes, and any such taxes included on any invoice or voucher received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.

#### **I.19 Project Personnel**

The Supplier shall provide adequate and competent supervision at all times during the performance of the Contract. The Supplier shall identify key personnel and telephone numbers for those who will be actually managing the Contract. Changes in staffing must be proposed in writing to the District and approved by the Chief Procurement and Logistics Officer. Nothing in this section is intended by the District to be a guarantee of employment for any such identified persons.

#### **I.20 Removal of Employees, Agents or Subcontractors**

The District may request the Supplier to immediately remove from assignment to the District any employees, agent, or subcontractor found unfit or unable to perform duties or services under this Contract, for any non-discriminatory reason as determined by the District. Failure by the District to make such request shall not excuse Supplier from complying with the terms of this Contract or applicable law. The Supplier will remedy any District requests under this Section within five (5) business days of written notice. Nothing in this section will be construed to be an extension of any deadline for performance by the Supplier under this Contract, unless agreed to by the District in writing.

#### **I.21 Photo Identification Badge**

The Supplier shall provide any individual assigned to the District, a company photo identification badge, which must be worn at all times while on the District's property. The District reserves the right to require the Supplier to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Supplier.

#### **I.22 Performance Meetings/Reports**

The Supplier will meet with the District, as requested at no additional cost, and shall provide the District with such agreed upon reports or such reports as are required by law in Supplier's performance of this Contract or to assist the District in assessing the Supplier's performance. The Supplier shall be readily available to meet with representatives of the District, at no additional cost, as often as necessary to resolve any performance problems identified during the term of the Contract. Meetings will be coordinated by the District. Supplier's failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this Contract.

#### **I.23 Independent Contractor**

The Supplier at all times shall be an independent contractor. The Supplier shall be responsible for the payment of all federal, state, and local taxes, including, but not limited to income taxes, which may be payable by Supplier as a result of its performance of this Contract and/or the revenues earned hereunder. The Supplier shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Supplier and the District by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the District and the Supplier.

#### **I.24 Insurance**

1. General. The Supplier is required to maintain the insurance, meeting the specifications set forth herein for the entire duration of the Contract with the District.
2. Insurance. Prior to the execution of this Contract, the Supplier shall submit a certified copy of the policies or Certificate of Insurance satisfactory to the District at the following address: BUSHELL MEDIA INC District, Office of Procurement and Logistics, 32580 Grandriver Ave, Farmington Hills, MI 48336
3. Requirements. The insurance required of Supplier by this Section must meet the following specifications:

- a. **Worker's Compensation** coverage limits in the statutory amount as required in the State of Michigan and **Employer's Liability** coverage limits in the amount of \$500,000.00 (Five Hundred Thousand Dollars) each accident, each disease and each employee.
- b. **Automobile Liability Insurance** (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) coverage limits in an amount with a combined single limit not less than \$1,000,000.00 (One Million Dollars).
- c. **Commercial General Liability Insurance** coverage limits in the amount of \$2,000,000.00 (Two Million Dollars) per occurrence and \$4,000,000.00 (Four Million Dollars) aggregate.
- d. **Professional Liability Insurance** coverage limits in the amount of \$2,000,000.00 (Two Million Dollars) per occurrence and \$4,000,000.00 (Four Million Dollars) aggregate.

4. Approval of Forms and Companies. The Certificate of Insurance must state the Policy Number, date of expiration and limits of liability there under. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies licensed to do business in the State of Michigan with a Best's Service rating of no lower than A-.

5. Additional Insurance Endorsement. The policies required hereunder, with the exception of 3a. (Workers Compensation and Employer's Liability) shall name the District and its mortgagee, if any, as an additional insured. The minimum amounts of coverage set forth in Section 3 above are subject to periodic review and amendment by the District's Risk Management Office, in the exercise of its reasonable discretion. Any excess liability coverage utilized to satisfy any increased requirements hereunder must be at least "follow form" in scope of coverage, placed with an authorized carrier and name the District, its officers, representatives, agents and employees, as an additional insured.

6. Certificate Holder: BUSHELL MEDIA INC should be addressed as the Certificate Holder using the following address: BUSHELL MEDIA INC District, Risk Management, 32580 Grandriver Ave, Farmington Hills, MI 48336

7. Notice of Cancellation or Material Changes. Policies and/or certificates shall specifically provide for a thirty (30) day written prior notice of cancellation, non-renewal, or any material change to be sent to the District.

8. Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

9. Deductibles. Companies issuing the insurance policies and the Supplier shall have no recourse against the District for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Supplier.

10. Subcontractors. If any part of the work is subcontracted, Supplier shall require any and all subcontractors performing work under this Contract to carry worker's compensation insurance and other types of insurance with limits of liability as Supplier shall deem appropriate and adequate for the duration of the subcontracting arrangement. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Supplier shall endorse the subcontractor as an

Additional Insured and/or become an Alternate Employer, prior to the subcontractor performing any work for or on behalf of the Supplier in performance of this Contract. The Supplier shall obtain and furnish to the District certificates of insurance evidencing subcontractors' workers' compensation insurance coverage. If a sub supplier's certificate of workers' compensation insurance expires during the period of performance, Supplier shall obtain a renewal certificate. All other insurance certificates for subcontractors shall be furnished to the District.

11. Waiver. The selected Supplier shall not hold the District liable for any personal injury incurred by its employee, agent or consultant, Supplier or subcontractor while working on this project. The Supplier agrees to hold the District harmless from any such claim by its employees, agents, consultants, Supplier or subcontractor.

## **I.25 Changes**

1. The Chief Procurement and Logistics Officer may, at any time, by written order, make changes within the general scope of the Contract in the services to be performed. If such changes cause an increase or decrease in the Supplier's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, the Contract shall be modified in writing to reflect such changes. Any claim of the Supplier for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Supplier of the notification of change unless the Chief Procurement and Logistics Officer grants a further period of time before the date of final payment under the Contract.

2. No services for which an additional cost or fee will be charged by the Supplier shall be furnished without the prior written authorization of the Chief Procurement and Logistics Officer.

## **I.26 Notices**

All written notices required under the terms of the contract shall be addressed to the Supplier at the address set forth in Section A of this Contract. Notices to the District shall be addressed as follows: Attention: Chief Procurement and Logistics Officer, BUSHELL MEDIA INCt,

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## **I.27 Indemnification**

The Supplier agrees to indemnify, hold harmless and defend the School District, its Board of Education, and all administrators, employees, students, volunteers, agents, or servants of the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from, incidental to, connected with or growing out of their performance of this Contract or breach thereof, to the extent that such actions are not caused by the sole negligence of the School District, its Board of Education, or its employees.

## **I.28 District Restrictions**

In the event that, as result of new regulation, the Supplier seeks to impose any restrictions on the District which would necessitate alteration of material, quality, workmanship, or performance of the good or services offered, it shall be the responsibility of the Supplier to immediately notify the Chief Procurement and Logistics Officer in writing specifying the regulation which requires alteration. The District reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the District.

## **I.29 Assignment or Transfer**

The Supplier shall not assign or transfer the whole or any part of this Contract or any monies due or to become due hereunder without the prior written approval of the District.

### **I.30 Audit, Examination and Retention of Records**

The Supplier shall maintain all books, records, documents, and other instruments, related to the provision of goods and services hereunder, and shall maintain accounting records, procedures and practices, sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred for the performance of the Contract. The Supplier shall maintain these documents for five (5) years from the later of the date termination or final payment under the Contract, or such longer period as required by law. Such records shall include any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The Supplier agrees that such Supplier records shall be open to inspection and subject audit and /or reproduction, during normal working hours, by the District, its Contracting/Auditing/or Inspecting Officer, or its other agents or authorized representatives, as well as the District's state and federal regulatory and/or funding agencies, including, but not limited to, the Michigan Department of Education and the U.S. Office of the Comptroller and the U.S. Office of the Inspection General (together the "Examiners/Auditors") to the extent necessary to adequately permit evaluation and verification of any invoices and the services provided, payments or claims submitted by the Supplier and any of its payees (including subcontractors) pursuant to this Contract, including but not limited to at least once annually. If an audit, inspection or examination in accordance with this section discloses overcharges of any nature, the actual costs of the audit, inspection or examination shall be paid by the Supplier. The rights of the Examiners/Auditors hereunder shall also include timely (i.e., at least one business day) and reasonable access to Supplier's personnel for the purpose of interview and discussion related to such records. The Examiners/Auditors' audit or inspection or lack thereof, or the existence of this contractual provision, shall not relieve Supplier of its responsibility to comply with this Contract. Further the failure by any of Examiners/Auditors to notify Supplier of detection, or failure to require Supplier remediation of any unsatisfactory practice, does not constitute acceptance of such practice, or a waiver of the District's rights under this Contract.

### **I.31 Award Certificates**

Supplier agrees that the information provided in Section K and, specifically, the Certificate of Independent Price Determination, the Suspension and Debarment Certification, the Clean Air and Water Act Certificate and the Disclosure of Lobbying Activities, is true and correct as of the date of this Contract and will remain true and correct as during the term of this Contract. Supplier agrees to provide the District with updated information as soon as the information in any certificates and disclosure becomes materially false or misleading and on the date of any renewal of this Contract.

### **I.32 Conflict of Interest**

1. The Supplier warrants that, except as otherwise disclosed in writing, it does not have any conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this Contract and the Supplier's organizational, financial, contractual or other interests are such that:
  - a. Award of the Contract may result in an unfair competitive advantage; or
  - b. The Supplier's objectivity in performing the contract work may be impaired.
2. The Supplier agrees that, at any time after the award of this Contract and during the term thereof, it discovers an organizational conflict of interest with respect to this Contract, it shall make an

immediate and full disclosure in writing to the Chief Procurement and Logistics Officer, Department of Contracting and Procurement, which disclosure shall include a description of the action which the Supplier has taken or intends to take to eliminate or neutralize the conflict. The District may however terminate the Contract if it is deemed in the District's best interest to do so.

3. In the event the Supplier did not and does not disclose the conflict to the Chief Procurement and Logistics Officer, the District may terminate the Contract for default.
4. The provisions of this clause shall be included in all permitted subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Supplier. The Supplier shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. The District reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **I.33 Gratuities**

The Supplier represents and warrants that neither it, its agent nor any other representative has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the District with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this clause, the District shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

### **I.34 Interest of Public Officials**

The Supplier represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter is or will be pecuniarily interested or benefited directly or indirectly in this Contract or the proceeds thereof.

### **I.35 Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Contract Sections, including scope of services and general contract clauses.
2. Other exhibits, and attachments to the Contract.
3. Any purchase order.
4. Any Supplier website terms and conditions.

### **I.36 Confidentiality, Ownership and Protection of District Property**

The Supplier acknowledges that certain data, material, or other information which originated from, or was provided to Supplier under, this Contract may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Supplier, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this



Contract, to release it only to authorized employees and agents requiring such information or as required by law and not release or disclose it to any other party. The Supplier agrees to release such information or material only to employees and agents who have signed a written agreement or a written acknowledgement of the Supplier's confidentiality policies expressly prohibiting re-disclosure.

All facilities used to store and process the District's data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Supplier's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Supplier shall report immediately, in writing, to District any data compromise involving District data, or circumstances that could have resulted in unauthorized access to or disclosure or use of the District's data, not authorized by this Contract or authorized in writing by the District. Within five

(5) calendar days of the date Supplier becomes aware of any such data compromise, Supplier shall have completed implementation of corrective actions to remedy the data compromise, restore District access to the services as directed by the District, prevent further similar unauthorized use or disclosure. Supplier shall be responsible for providing disaster recovery services if Supplier experiences or suffers a disaster.

Supplier will retain the District's data for the time period specified in Section I.30 hereof. Using appropriate and reliable storage media, Supplier will regularly backup District data and, upon District's request, provide a copy of the data at no cost, each month to the District's in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing. At the District's election, Supplier will either securely destroy or transmit to University repository any backup copies of District's data. Supplier will supply District with a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

The parties acknowledge that should the performance of this Contract result in the development of any new proprietary, secret, or trade concepts, methods, techniques, processes, adoptions, discoveries, improvements and ideas, the same shall be promptly be reported to the District and shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. The Supplier also acknowledges and agrees that all reports and documents created and/or submitted to the District under this Contract shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. At the District's request or upon the expiration or earlier termination of this Contract, Supplier shall execute all documents, papers and shall furnish all reasonable assistance requested in order to establish in the District all rights, title, and interest in such inventions, discoveries and improvements or ideas or to enable the District to apply for state and federal patents, trademarks or other protection of the District's intellectual property, if the District so elects.

The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Supplier's failure to use reasonable care causes damage to any of this property, the Supplier shall replace or repair the damage at no expense to the District as the Chief Procurement and Logistics Officer directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

The Supplier acknowledges that the District is a public body and as such is subject to the disclosure requirements of the Freedom of Information Act. Therefore, this Contract and all accompanying attachments, documents and related material are subject to disclosure, upon request, unless an exemption to disclosure applies. Nothing in this document may be construed as a promise of confidentiality exempting documents related to this Contract from disclosure pursuant to FOIA.

### **I.37 Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Supplier or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Chief Procurement and Logistics Officer prior to release.

### **I.38 Suspension of Work**

1. The Chief Procurement and Logistics Officer may order the Supplier in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.
2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Chief Procurement and Logistics Officer in the administration of this Contract, or by his/her failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Supplier, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
3. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Supplier shall have notified the Chief Procurement and Logistics Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

### **I.39 Termination and Non-Compliance**

1. The Chief Procurement and Logistics Officer may, by written notice to the Supplier, terminate this Contract in whole or in part at any time, either for the District's convenience (including non-availability of funding) or because of the failure of the Supplier to fulfill its Contract obligations, including, but not limited to, Supplier's failure to (a) provide the reasonable assurances required under this Contract; (b) services furnished by the Supplier fail to conform to any requirement of this Contract; (c) failure to submit any report or document required by this Contract; or (d) failure to meet any material performance deadline under this Contract. Upon receipt of such notice, the Supplier shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Chief Procurement and Logistics Officer all data, drawings, specifications,

reports, estimates, summaries, and such other information and materials as may have been accumulated by the Supplier in performing this contract, whether completed or in process.

2. If the termination is for the convenience of the District and if this is a Contract wherein the Supplier is to be compensated by a fixed firm amount, an equitable adjustment in the Contract price shall be made by the District, but no amount shall be allowed for anticipated profit on unperformed services. Otherwise where the Contract is not for a fixed firm amount, in the event of termination for convenience, Supplier shall only be entitled to amounts earned by it up to including the date of the termination and no amounts shall be allowed for anticipated profit on unperformed services.
3. If the termination is for default (failure to fulfill contract obligations), the District may take over the work and complete the same by contract or otherwise. In such case, the Supplier shall be liable to the District for any additional/re-procurement cost occasioned to the District.
4. If, after notice of termination for default, it is determined that the Supplier had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
5. In addition to its right to terminate this Contract in the event of default, if a Supplier materially fails to comply with the terms and conditions of this Contract, whether stated in a statute, regulation, assurance, or notice of award, the District shall have the right to take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Supplier, (2) disallow all or part of the cost of the activity or action not in compliance, or (3) wholly or partly suspend the Contract.
6. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.
7. Upon termination of this Contract for any reason, the Supplier, for a reasonable, mutually agreed period of time after the termination of this Contract (and in any event no less than sixty (60) days, agrees to provide all reasonable transition assistance requested by the District, to allow for the services to continue without interruption or adverse effect, and/or to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. There shall be no additional cost pay by the District to the Supplier for any resources utilized in performing such transition assistance. If the District terminates a this Contract for cause, then the District will be entitled to offset the cost of paying the Supplier for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination. Transition services shall include Supplier's provision of copies of the District's data, work products, and reports required under this Contract, at no cost, in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing.

#### **I.40 Insolvency**

In the event the Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method

authorized by the contract, written notification of the bankruptcy to the Chief Procurement and Logistics Officer responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. The District shall have the right to immediately terminate this Contract in the event of Supplier's insolvency or bankruptcy.

#### **I.41 Dispute and Dispute Resolution**

In the event of any disputes, including disputes concerning a question of fact or law ("disputes"), claims, issues, questions, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement in a timely manner. Initially, the Category Manager, Assistant Director and supervisor/Executive Director shall discuss the issue with the Supplier. If resolution is not reached, then Supplier shall meet with the Chief Procurement and Logistics Officer, their successor, or designee, to resolve the issue. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest(s), attempt to reach a just and equitable solution satisfactory to both parties.

Any disputes, claims, issues, questions, or disagreement arising under or related to this Contract which is not disposed of by agreement shall be decided by the Chief Procurement and Logistics Officer, who shall reduce her/his decision to writing and mail or otherwise furnish a copy thereof to the Supplier, which decision shall be binding and conclusive on the parties unless the Supplier gives written notice of its objection to the decision with ten (10) business days of receipt of the decision.

If the Supplier gives written notice of its objection to the decision of the Chief Procurement and Logistics Officer as set forth above, then the parties shall try to settle the dispute, claim or questions through alternative dispute resolution within 60 days of the written objection to the Chief Procurement and Logistics Officer's decision. The District will be allowed to choose the forum for the alternative dispute resolution. The parties shall agree on any mediator(s) or facilitator(s). The parties shall equally share all of the cost of alternative dispute resolution. If, after such alternative dispute resolution, the parties still are unable to resolve the disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof, then upon notice by either party to the other, all disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof shall be finally settled by submission to the American Arbitration Association in accordance with the provisions of its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

Nothing contained in this Section shall be construed to prevent a party from exercising its right to terminate the Contract under Section I.39 hereof.

#### **I.42 Notice of Labor Disputes**

1. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Supplier immediately shall give notice, including all relevant information, to the Chief Procurement and Logistics Officer.

2. The Supplier agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Supplier, as the case may be, of all relevant information concerning the dispute.

#### **I.43 Anti-Kickback Procedures**

(1) *Definitions*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Supplier, prime Supplier employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Supplier" as used in this clause, means a person who has entered into a prime contract with the District.

"Prime Supplier employee," as used in this clause, means any officer, partner, employee, or agent of a prime Supplier.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Supplier or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

(a) means any person, other than the prime Supplier, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(b) includes any person who offers to furnish or furnishes general supplies to the prime Supplier or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(2) The Anti-Kickback Act of 1986 (the Act), prohibits any person from --

(a) Providing or attempting to provide or offering to provide any kickback;

(b) Soliciting, accepting, or attempting to accept any kickback; or

(c) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Supplier to the District or in the contract price charged by a subcontractor to a prime Supplier or higher tier subcontractor.

(3) (a) The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (2) of this clause in its own operations and direct business relationships.

(b) When the Supplier has reasonable grounds to believe that a violation described in paragraph (2) of this clause may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to the Chief Procurement and Logistics Officer.

- (c) The Supplier shall cooperate fully with any investigation of a possible violation described in paragraph (2) of this clause.
- (d) The Chief Procurement and Logistics Officer may
  - (i) offset the amount of the kickback against any monies owed by the District under the prime contract and/or
  - (ii) direct that the Prime Supplier withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Chief Procurement and Logistics Officer may order that monies withheld under subdivision (3) (d) (ii) of this clause be paid over to the District unless the District has already offset those monies under subdivision (3) (d) (i) of this clause. In either case, the Prime Supplier shall notify the Chief Procurement and Logistics Officer when the monies are withheld.
- (e) The Supplier agrees to incorporate the substance of this clause, including subparagraph (3) (e) but excepting subparagraph (3) (a), in all subcontracts under this contract which exceed \$100,000.

#### **I.44 Pending Legal Dispute with District**

It is the policy of the District that one factor, among others, that is to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any Supplier or supplier which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Chief Procurement and Logistics Officer shall seek the advice of the Office of the General Counsel regarding the legal dispute and shall obtain the concurrence of the District's Chief Executive Officer or his or her designee.

#### **I.45 Governing Law**

This Contract shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of laws.

#### **I.46 Supplier Authorization**

All persons executing and delivering this Contract on behalf of Supplier have been duly authorized by Supplier and all corporate or other action has been taken which is required for Supplier to execute, deliver, and perform this Contract

#### **I.47 Bid, Performance Bond (Reserved)**

#### **I.48 Liquidated Damages (Reserved)**

#### **I.49 Miscellaneous.**

This Contract can be extended, modified or amended only by a written agreement signed by the Chief Procurement and Logistics Officer and the Supplier, except that the Contract shall be deemed to be modified to include new requirements imposed by law. If necessary or requested, the parties shall cooperate with each other to execute a written amendment which reflects such new requirements.

If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any

provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach by Supplier or in the event of a disputed amount, District shall have the right to set-off any amounts owed by it to Supplier for any purpose, against any amounts due to District by Supplier under this Contract or otherwise or withhold payment due hereunder, pending resolution of the dispute or the breach.

The provisions of this Contract are for the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract.

The parties acknowledge that the parties and their counsel have reviewed (or their counsel has had the opportunity to review) and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

This Contract, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

----- **End Of Section I** -----

**SECTION J**  
**LIST OF ATTACHMENTS**  
(Reserved)  
End of Section J

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**  
**OF CONTRACTORS OR RESPONDENTS**

- K.1** By submission of this Proposal, the Contractor certifies that neither it nor its principals it presently debarred, suspended, proposed for debarment, declare ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies.
- K.2** Should the Supplier be unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- K.3** The following forms are required to be completed to validate the Proposal and upon acceptance of the contract will confirm compliance with BUSHELL MEDIA INC eligibility requirements.



## FORMS REQUIRED OF ALL CONTRACTORS:

- Supplier's Cover Sheet
- Pre-Award Survey Documents
- Hold Harmless, Copyrighted Material, Trade Secrets and Disclosure of other Proprietary Information
- Legal Disclosure
- Proof of Insurance
- Equal Employment Opportunity Documents:
  - Affidavit for Vendor/Supplier – Form 7506 (must be notarized)
  - Conflict of Interest Disclosure Statement – Form 7507 (must be notarized)
  - Familial Disclosure Form (for construction, repair and renovations)
  - Affidavit – Iran Economic Sanctions
  - Subcontractors and/or Proposed Subcontracting Areas
  - Detroit-based Business - Must include copies of Certifications
  - Personnel Survey – Form 4450 Revised
  - Statement of Ownership
  - Internship Program Description
- Suspension and Debarment and Other Responsibility Matters Certification
- Certificate of Independent Price Determination
- Clean Air and Water Certificate
- Disclosure of Lobbying Activities (Certification)

## SUPPLIER'S COVER SHEET

### **Legal Status of Contractor:**

1. Name \_\_\_\_\_ of \_\_\_\_\_ Firm:

2. Type of Business: The Supplier represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual \_\_\_\_; A Corporation \_\_\_\_; Partnership \_\_\_\_; Joint Venture \_\_\_\_; or other: \_\_\_\_\_ (please specify).

3. If incorporated or organized, please identify State of incorporation or organization: \_\_\_\_\_. If not Michigan, Supplier represents that it is or, prior to the commencement of any work for the District, will be qualified to do business in the state of Michigan.

4. Date of incorporation or organization: \_\_\_\_\_.  
Date of qualification to do business in Michigan (if not a Michigan organized company): \_\_\_\_\_.

5. The ID Number/Registration Number assigned to your company by the State named above: \_\_\_\_\_. Data Universal Numbering System (DUNS) & BRADSTREET Number: \_\_\_\_\_.

6. Office which will be responsible for providing the BUSHELL MEDIA INC District the specified services:

Address:

\_\_\_\_\_  
\_\_\_\_\_

Contact Person/Telephone Number: \_\_\_\_\_ Fax Number:

\_\_\_\_\_

E-Mail Address:

7. Name, title, and signature of individual duly authorized as representative to execute contracts:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

8. The undersigned understands that the BUSHELL MEDIA INC District reserves the right to reject any and all solicitation and to waive informalities and irregularities if there is a mistake in the offer.

- 8a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named proposed contractor.
- 8b. The signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.
- 8c. The signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, the company understands that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

I hereby certify that I am a duly authorized representative of the forenamed firm and have the authority to enter an agreement if so awarded by the BUSHELL MEDIA INC District:

Authorized Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Supplier's proposal. All references and information shall be current and traceable. If the Supplier is a joint venture, each vendor, who is part of the joint venture, shall prepare a separate form.

**SOLICITATION NUMBER:** \_\_\_\_\_

**NAME OF CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

1. Name your principal financial institution for financial reference:

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Supplier hereby authorizes the release of credit information for verification of financial responsibility.

\_\_\_\_\_  
Supplier's Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name (typed or written)

2. State your firm's average receipts over the past 3 years: \$ \_\_\_\_\_

3. Please list names and addresses of the persons in control of the company (e.g., If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors and addresses of corporation; if a joint venture, list names and addresses of ventures).

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

4. How many years has your firm been in business as a supplier under your present name? \_\_\_\_\_ years.
5. How many people are currently employed by your firm? \_\_\_\_\_
6. Have your firm failed to complete a contract? Yes \_\_\_\_ No \_\_\_\_ (check one)
- If yes, give details \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
7. List the names of four references for whom you have furnished the same or similar type services and of equal magnitude:

#### LIST OF REFERENCES

##### Reference #1

Name of Entity:

Contact Person:

Phone No:

##### Reference #2

Name of Entity:

Contact Person:

Phone No:

##### Reference #3

Name of Entity:

Contact Person:

Phone No:

##### Reference #4

Name of Entity:

Contact Person:

Phone No:

## **HOLD HARMLESS COPYRIGHTED MATERIAL, TRADE SECRETS OR DISCLOSURE OF OTHER PROPRIETARY INFORMATION**

The undersigned duly authorized representative, on behalf of the named Supplier declares:

“that the Supplier will indemnify the BUSHELL MEDIA INC District and hold it harmless from any claim or liability and defend any action brought against the BUSHELL MEDIA INC District for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore relative to the solicitation and subsequent determination of awarding the desired contract”.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

# BUSHELL MEDIA INC District

## LEGAL DISCLOSURE

### CIVIL PROCEEDINGS

- a) Has the applicant company, its parent, a subsidiary, associate or holding company, or related corporation or business entity had a claim successfully made against it in the last three (3) years in any jurisdiction? Include orders, judgments, administrative sanctions taken, disciplinary hearings, fines and penalties imposed, if any.

\_\_\_\_\_ No

\_\_\_\_\_ Yes – Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Outcome of the proceeding
- iv. Date of proceeding
- v. Name of court
- vi. Court file number (if known)
- vii. Judgment order

- b) Does the applicant company, its parent, subsidiary, associate or holding company, related corporation or business entity have any outstanding claims filed against it and pending dispositions or in the process of being filed in any jurisdiction?

\_\_\_\_\_ No

\_\_\_\_\_ Yes – Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Date of proceeding
- iv. Name of court
- v. Court file number (if known)

BIDDER: \_\_\_\_\_

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

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

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





## PROOF OF INSURANCE

- ☐ Attach a copy of your Commercial General Liability declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.
- ☐ Attach a copy of your Automobile Liability declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.
- ☐ Attach a copy of your Workers' Compensation declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.
- ☐ Attach a copy of your Employer's Liability declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.
- ☐ Attach a copy of your Professional Liability declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.
- ☐ Attach a copy of your Pollution Liability declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.
- ☐ Attach a copy of your Umbrella/Excess Liability declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.
- ☐ Attach a copy of your Builder's Risk Liability declaration page, which illustrates the coverage and limits for this solicitation, following this cover page.

The undersigned duly authorized representative, on behalf of the named Supplier declares that the attached declaration pages are true copies of the specific policies.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

# **EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS**

## **MISSION**

The procurement policy of BUSHELL MEDIA INC District is to acquire goods, services, materials and programs for its students based upon a matrix award system of quality, cost, cycle time and human resources.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The General Superintendent of the BUSHELL MEDIA INC District is committed to ensure that as a condition of doing business with BUSHELL MEDIA INC, all contractors and subcontractors must certify that their firm's employment practices comply with the District's Equal Employment Opportunity Department. All Contractors must submit with their Proposal:

- 1) A copy of their company's equal employment policy, or non-discrimination policy prohibiting discrimination based on race, sex, religion, color, national origin, age or handicap that is unrelated to the individual's ability to perform the duties of a particular job position.
- 2) Complete, sign, notarize and return the following forms:
  - i) Affidavit for Vendor/Supplier – Form 7506 (must be notarized)
  - ii) Conflict of Interest Disclosure Statement – Form 7507 (must be notarized)
  - iii) Subcontractors and/or Proposed Subcontracting Areas
  - iv) Detroit-based Business, Minority Business Enterprise and Women Business Enterprise
- 3) Identify business opportunities with Detroit-based businesses by: name of firm, contact person, address, telephone, award amount and services to be rendered.

## **RIGHT TO REJECT**

The Contracting Officer expressly reserves the right to reject, in its sole discretion; any Supplier for any contract that the Contracting Officer determines is not an offer that is capable of providing quality service to the district. The Contracting Officer further expressly reserves the right to reject all proposals in response to the Request for Proposal.

**EQUAL EMPLOYMENT OPPORTUNITIES AND CONTRACT RELATIONS**  
**BUSHELL MEDIA INC**District  
**Fisher Building – 10th Floor**  
**7307 Second**  
**Detroit, MI 48202**

**AFFIDAVIT FOR VENDOR/CONTRACTOR**

**This form must be notarized as a condition of being awarded business by BUSHELL MEDIA INC**District.

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING MEMBERS OR EMPLOYEES OF THE BUSHELL MEDIA INCDISTRICT, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the BUSHELL MEDIA INCDistrict, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING MEMBERS OR EMPLOYEES OF THE BUSHELL MEDIA INCDISTRICT does not exist.

Name: \_\_\_\_\_  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

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

**Form 7506**

**EQUAL EMPLOYMENT OPPORTUNITIES AND CONTRACT RELATIONS**  
**BUSHELL MEDIA INC**District  
**Fisher Building – 10<sup>th</sup> Floor**  
**7307 Second**  
**Detroit, MI 48202**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**This form must be notarized as a condition of being awarded business by BUSHELL MEDIA INC**District.

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving members or employees of the District, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

- (a) Him or Herself.
- (b) Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
- (c) Any private corporation in which one is a stockholder owning more than 1% of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is an Executive Director officer, or employee.
- (d) Any trust of which he or she is a beneficiary or trustee.
- (e) Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
- (f) Represent either party in the transaction.
- (g) Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name (type or print): \_\_\_\_\_

Signature: \_\_\_\_\_

(Must be signed by President or Vice President)

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

Subscribed and sworn to before me this day of, \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_, 20\_\_

**Form 7507**

## SUBCONTRACTORS AND SUBCONTRACTING AREAS

Note: This form must be filled out in full with signatures and date. If the Contractor is not subcontracting any of the work described in this solicitation, put N/A in the sections below. Complete a new form for each subcontractor's effort

Name of Contractor (Prime Contractor): \_\_\_\_\_ Contract Number: \_\_\_\_\_

Description: \_\_\_\_\_

Name and Address of Subcontractor: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

As part of the procedures for the submission of proposals, all Contractors are required to identify participating subcontractors and proposed subcontracting areas. Please identify such areas for the above project, if applicable. Use additional sheets if necessary.

Supplies, Goods or Service	Name & Address of Company Performing Work	Detroit Based Business Enterprise (DBBE)	Minority Business Enterprise (MBE)	Women Business Enterprise (WBE)	Dollar Amount
					\$
					\$
					\$
					\$
					\$
Dollar Amount of Work to be Completed by Contractor's Own Work Force					\$
<b>TOTAL</b>					\$
(The Total Amount shall equal the Amount Offered on the "Schedule" in Section B)					

All DBBE, MBE and WBE shall identify themselves as being certified by the city or through an acceptable organization. It is understood and agreed that, if awarded a contract by the District, the Contractor will not make additions, deletions, or substitutions to this list without the consent of the District's Office of Procurement and Logistics through the submission of a letter, subject, **"Request for Approval of Change to Original List of Subcontractor"**. It is understood that the District may audit any and/or all records of the contract and conduct interviews of owners, principals, officers, employees and applicable subcontractors participating on the contract. The Office of Procurement and Logistics reserves the right to ensure compliance with the Subcontracting Plan to include status reports and audit of submitted DBBE, MBE and WBE information as deemed necessary.

### CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts in support of the Subcontracting Plan for Detroit-based, minority business, women business intent and objective may result in being considered non-responsive to the District's requirements. The Office of Procurement and Logistics reserves the right to recommend an audit on the submitted DBBE, MBE, and WBE information as deemed necessary.

Signature of Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Offerer/Prime Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

## DETROIT-BASED VENDORS/CONTRACTORS

**Please complete the following:**

Is your firm located in the City of Detroit? (Put a check mark in one of the boxes below)

☐ YES

☐ NO

Is your firm certified as Headquartered in the City of Detroit?

☐ YES

☐ NO

Name: (type or print) \_\_\_\_\_

Firm: \_\_\_\_\_

Social Security, Certification or Federal ID  
Number: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_

**Submit copy of Certification**

## **SUPPLIER REFERENCES**

(Must be completed by all brokers, individuals and companies who are not classified as manufacturers, wholesalers or retailers)

Contractor shall verify of their ability to obtain the merchandise specified herein, from a recognized supplier.

## **CERTIFICATION**

This is to certify that we have a written agreement(s) with a recognized supplier(s) on file and are available for inspection upon demand by the BUSHELL MEDIA INC District, Office of Procurement and Logistics.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

## STATEMENT OF OWNERSHIP

This statement shall be executed by each Contractor or Consultant and attached to each BUSHELL MEDIA INC District Agreement.

The submitting firm shall provide the statement commensurate with their form of organization. i.e. Corporation, Sole Proprietor, Joint venture, Partner

**SUBMITTED BY:** (Firm Name)

**STATEMENT:**

**STATEMENT OF FACT:**

The undersigned certifies, attests and agrees that:

1. The information provided in this Statement of Ownership is true, accurate and sufficiently complete so as not to be misleading as of the date of Agreement execution.
2. BUSHELL MEDIA INC District will be informed of any changes in Ownership during the period of performance of the Agreement.
3. Failure to comply with these provisions will be a basis for termination of the Agreement and forfeiture of services performed.

Print

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Representative

Print Title: \_\_\_\_\_ Date \_\_\_\_\_

Signed: \_\_\_\_\_



## INTERNSHIP PROGRAM DESCRIPTION

In furtherance of its Internship Program, BUSHELL MEDIA INC District strongly encourages job training opportunities for its students in District Contracts. Contractor shall submit a plan regarding the hiring of BUSHELL MEDIA INC District students with their bids/proposals.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

(a) The Contractor certifies, to the best of its knowledge and belief, that --

(1) The Contractor and/or any of its Principals --\* **(Circle response)**

- (i) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
- (ii) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal, State or local antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (iii) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a)(1)(ii) of this provision.

- (2) The Supplier has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local agency.
- (3) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity.

This Certification Concerns a Matter Within the Jurisdiction of the District and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.

(b) The Supplier shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Supplier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Supplier to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Supplier non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of a Supplier is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to the District, the Contracting Officer may terminate the contract resulting from this solicitation for default.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

# CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the District and Supplier (offeror) shall execute this Certificate of Independent Price Determination.

Detroit Public Schools Community

District

Supplier

**(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:**

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

**(B) Each person signing this offer on behalf of the Supplier certifies that:**

- (1) He/she is the person in the Supplier's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He/she is not the person in other Supplier's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

\_\_\_\_\_  
Print/ Signature  
Company's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**In accepting this offer, the District certifies that no representative of the District has taken any action which may have jeopardized the independence of the offer referred to above.**

\_\_\_\_\_  
Print/Signature of District's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Chief Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the District and Supplier (offeror) shall execute this Certificate.

**Detroit Public Schools**

**Community District**

Supplier

## **THE SUPPLIER AGREES AS FOLLOWS:**

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

## **THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C.

1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Contractor.

---

Print/Signature

Contractor's Authorized Representative

---

Title

---

Date

## **NOTICE TO APPLICANTS – CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or **nonappropriated** funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or proposal pending as of December 23, 1989, the law will have the following immediate consequences for you:

You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan;

You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and

You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

# **CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

- (1) 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 any 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 a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;
- (2) 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 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

---

**Organization Name**

**Award Number or Project Name**

---

**Name and Title of Authorized Representative**

---

**Signature**

**Date**

**----- End of Section K -----**



FAMILIAL RELATIONSHIP DISCLOSURE  
(Facilities Related Services, Construction, Additions and Renovations)

**(MUST return completed and notarized with bid)**

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 Board of BUSHELL MEDIA INC District or its Superintendent must be accompanied with the bid. *Failure to return this notarized statement/signature with the bid will result in bid disqualification.*

The following are the familial relationship(s):

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

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 Board of BUSHELL MEDIA INC District or its Superintendent.

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 \_\_\_\_\_, \_\_\_\_\_,

By \_\_\_\_\_.

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

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

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

**AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**  
**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of the below-named bidder (the “Bidder”), pursuant to the compliance certification requirement of BUSHELL MEDIA INC District (the “School District”) [*Request For Proposal for \_\_\_\_\_ (the “RFP”)*], hereby certifies, represents and warrants that the Bidder (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 the Bidder is awarded a contract as a result of the aforementioned RF, the Bidder will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or any entity, including all successors, parent companies, subsidiaries and companies under common control, engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, including providing of products used to construct or maintain oil or liquefied natural gas pipelines.

The Bidder 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 bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

STATE OF MICHIGAN)

) ss

COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Signature of Bidder (Company) Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_. Notary Public, \_\_\_\_\_ County, Michigan My commission expires:  
\_\_\_\_/\_\_\_\_/\_\_\_\_



## PERSONNEL SURVEY

## (EEO Data Report)

3011 W. Grand Blvd.

Detroit, Michigan 48202

DETROIT PUBLIC SCHOOLS  
COMMUNITY DISTRICT

Bid, Project or Transaction: \_\_\_\_\_

Name of Firm \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

What is the major activity of this Firm? \_\_\_\_\_

(BE SPECIFIC. INCLUDE THE TYPE OF PROM= OR TYPE OF SERVICE)

☐ Independent Firm, or ☐ Owned/Controlled by: \_\_\_\_\_

Corporate address of Parent or Affiliated Company \_\_\_\_\_

INDICATE TM APPROPRIATE BOX FOR YOUR REPORTING UNIT (MARK ONLY ONE BOX)

☐ SINGLE-ESTABLISHMENT EMPLOYER REPORT☐ CONSOLIDATED REPORT☐ HEADQUARTERS UNIT REPORT☐ INDIVIDUAL ESTABLISHMENT REPORT (SUBMIT ONE FOR EACH ESTABLISHMENT)☐ SPECIAL REPORT

Employees as of (payroll date) ____/____/____ JOB CATEGORIES (See other side for descriptions.)	ALL PERSONS (Including Nonwhite)			NONWHITE PERSONS								Total Non- White	Percent Non- White
	Total Employees	Total Male	Total Female	Black		Asian		Amer.Ind.		Hispanic			
				M	F	M	F	M	F	M	F		
Officials (including working owners) _____													
Managers _____													
Supervisors _____													
Professionals (Non Supervisory) _____													
Technicians _____													
Sales Workers _____													
Office & Clerical Workers (Non Supervisory) _____													
Craftworkers (skilled-specify)* _____													
Foreperson _____													
Journeyperson _____													
Apprentices _____													
Foreperson _____													
Journeyperson _____													
Apprentices _____													
Foreperson _____													
Journeyperson _____													
Apprentices _____													
Operatives (Semiskilled) - Foreperson _____													
Workers _____													
Laborers (Unskilled) - Foreperson _____													
Workers _____													
Service Workers _____													
Co-op Students (Type: _____)													
School _____													
Trainees (Type: _____)													
TOTALS _____													
Employees Reported in Previous Personnel Survey													

HOW WAS THIS INFORMATION AS TO RACE OR ETHNIC GROUP OBTAINED? ☐ VISUAL SURVEY ☐ EMPLOYMENT RECORDS

• IF MORE THAN THREE CRAFTS. WRITE -ALL- IN FIRST BLANK;- GIVE SUMMARY COUNT FOR ALL CRAFTS; AND PROVIDE MINORITY GROUP BREAKDOWN FOR EACH CRAFT ON SEPARATE SHEET. PLEASE NOTE: GOVERNMENTAL REGULATIONS PERMIT THE GATHERING OF THIS DATA -

PLEASE SIGN AND COMPLETE THE INFORMATION BELOW

NAME OF AUTHORIZED OFFICIAL	TITLE	SIGNATURE	DATE
NAME OF PERSON TO CONTACT REGARDING THIS REPORT	ADDRESS (NUMBER & STREET)		
JMY	December 22, 2017		
TITLE	CITY & STATE	ZIP CODE	TELEPHONE AREA CODE
RFP: 18-0033 Website Development & Hosting			NUMBER
		EXT.	

## DESCRIPTION OF JOB CATEGORIES

Officials (including working owners): Persons with authority and responsibility for setting and executing broad company policies includes: Officers, executives, middle management, officials, superintendents and workers.

Managers: District, Branch, Plant and Departmental Managers, Purchasing Agents, etc.

Supervisors: Persons directly supervising workers in the professional, technical, sales, office and clerical job categories includes those who supervise employees but are not directly involved in setting company policy and are not included in the above category.

Professionals: Usually persons with college degrees or knowledge and experience of a comparable level - accountant, and auditors, architects, chemists, designers, editors, engineers, lawyers, mathematicians, personnel and labor relation workers, physicians, psychologists, registered nurses, scientists, and kindred workers.

Technicians: Persons below the professional level, often with approximately two years of post high school of equivalent training, In supportive work of a technical nature - assistants and technologists, draftsmen, engineering, photographers, programmers, scientific and technical aides, surveyors, technicians (dental, electronics, medical, phys. science). and kindred workers.

Sales Workers: Persons engaging primarily in direct selling (including telephone) - advertising agents and salesperson, demonstrators, sales clerks, and kindred workers.

Office and Clerical Workers: Persons doing all types of clerical work regardless of difficulty or skill level- bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine operators (including data processing machines), secretaries, shipping and receiving clerks, stenographers, telegraph and telephone operators, typists, and kindred workers.

Craftworkers (Skilled): Manual workers of high skill level with training of several months or years involving expel. and comprehensive knowledge of the processes involved within the craft or trade - all apprenticeable trades, job mechanics and skilled repairpersons, motion picture projectionists,, pattern and model makers, skilled machine operators who set up their own machines, stationary engineers, tailors and kindred workers. Forepersons, journeypersons. (Whether) officially holding card or not), and apprentices are broken out separately. Leaders are grouped with forepersons if they have supervisory responsibilities.

Operatives (Semiskilled): Manual workers with training of a few weeks or months – delivery persons and route persons, dressmakers and seamstresses, equipment and machine operators involving little knowledge of specifications or laundry and dry-cleaning operatives, mine operatives, mixers, most welders and flame cutters, oilers, parking attendants, photographic process workers, truck drivers, Warehouse persons and kindred workers.

Laborers (Unskilled): Manual workers with training of a few days or less, performing relative routine tasks requiring little knowledge of judgment - digging, garage laborers, helpers with little knowledge of processes, laborers performing, lifting, loading, mixing or pulling operations, machine tenders, material handlers, and kindred workers.

Service Workers: Workers in both protective and non-protective service occupations - attendants, barbers, cleaners, counter and fountain workers, elevator operators, firepersons and fire protection, guards, janitors, kitchen workers, maids, personal service workers, policepersons and detectives, porters, practical nurses and nurse aids, waiters and waitresses, watchpersons, and kindred workers. This does not include maintenance and repairpersons, who are to be classified according to skill level.

Apprentices: Persons involved in union and or company sponsored training.

Co-op Students: Students working part-time and attending school under a Co-op plan with a school or college - Business Education (ofce), Distributive Education (sales), and Trade and Industry (indicate type). Students working part-time should be included but designated Non Co-op.

Trainees: Persons in any training program or category (on-the-job or otherwise) that leads directly to one of the above job categories upon satisfactory completion. Type is usually designated by the job for which training is given. This does not include apprentices.

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO SUPPLIERS**

The acceptance of the Supplier's proposal for the services specified herein will be made by issuance of a duly authorized contract prepared by BUSHELL MEDIA INC. Suppliers are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of BUSHELL MEDIA INC concerning the award until a contract is executed.

#### **L.1 Pre-Proposal Conference**

1.a. There will not be a Pre-Proposal conference for this solicitation.

b. All questions relating to the proposal request for clarification shall be submitted in writing no later than the timeframe stated below to allow sufficient time for answers to be considered and prepared by the District. All written inquiries will be formally answered and distributed to all Suppliers on [www.demandstar.com](http://www.demandstar.com)

2. Written inquiries must be received by **1:30 p.m. EST on Friday, January 5, 2018.**

**Telephone inquiries will not be accepted.**

Inquiries must be submitted to:

Office of Procurement and Logistics  
BUSHELL MEDIA INC District  
Fisher Building – 11<sup>th</sup> Floor – Second Avenue Elevators  
Detroit, Michigan 48202  
Facsimile Number: (313) 873-6491  
RFP No.: 18-0033

Email to: [julie.yelick@detroitk12.org](mailto:julie.yelick@detroitk12.org)

#### **L.2 Additional Instructions**

##### **1. Supplier's Mailing Address**

It is the responsibility of every Offeror to register and maintain their current mailing address with [www.demandstar.com](http://www.demandstar.com).

##### **2. Submission Instructions**

Please submit one (1) original complete hard copy of your proposal documents in a sealed envelope or carton. **In addition, please include five (5) electronic copies (utilizing flash drives) of your proposal with the original package.** The original proposal must be clearly marked, signed (use blue ink) and submitted in a sealed envelope, with all copies being addressed to:

**BUSHELL MEDIA INC**  
**DISTRICT**  
**OFFICE OF PROCUREMENT AND LOGISTICS**  
**FISHER BUILDING – 11TH FLOOR**  
**3011 WEST GRAND BLVD**  
**DETROIT, MICHIGAN 48202**

If hand carried, proposals must be delivered by

**1:30 p.m. EST on Friday, January 12, 2018. Late Proposals delivered/received after 1:30 p.m. will not be accepted.**

**The outside of each envelope or package must be labeled:**

- a. RFP Description
- b. RFP No. 18-0033
- c. Name of Offeror
- d. Package x of y

**3. Firm Offer Period**

Offers submitted shall remain firm for a period of 150 calendar days from the submission deadline date.

**4. Detailed Proposal**

A detailed proposal must be submitted along with those forms identified in Section K for the proposal to be complete. The documents should be prepared in single-spaced type on 8 ½ x 11” paper, using one side of the paper only. The original proposal must contain a signature of an authorized representative of the Offeror. The authorized representative must initial all corrections made on the proposal sheets. The company name must appear on each sheet where a correction is made. The proposal must include all documents materials and information required herein. Pages should be numbered at the bottom to show page numbers and total number of pages should be no more than 25 pages. This does not include resumes or descriptive literature. (eg. Page 1 of xx, etc.)

**5. Schedule**

The unit of measure specified in the Schedule is descriptive only used as a basis to determine award of Contract.

- a. The pricing must include any and all warehousing, freight, delivery, pickup, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements.
- b. Offeror shall insert a unit price, and extended amount for each line item specified on the schedule, if applicable. Additionally, Suppliers shall calculate and insert the total offer price, where appropriate on the schedule.
- c. Suppliers are cautioned that the item description in the Schedule is not intended as complete descriptions of the required supplies or services to be purchased

under this solicitation. Each Offeror must consult the Specifications of the solicitation document for complete descriptions of the required supplies or services.

## **6. Options**

- a. The District will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The District may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the District to exercise the option(s).
- b. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the District may accept an offer (or incorporate the accepted option price), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

## **7. Awards**

BUSHELL MEDIA INC reserves the right to make a single or multiple awards. In addition, BUSHELL MEDIA INC reserves the right to make award(s) based upon location, the geographic area to be serviced by the contract and company capacity.

## **8. Contact after Supplier's Submittal**

All Suppliers who submitted a proposal for a project are prohibited from having any communication concerning the RFP with any BUSHELL MEDIA INC Board Member, the General Superintendent, and the Evaluation Committee Member after the submittal of their proposal and prior to the Contract being awarded with the exception of communications with the Office of Procurement and Logistics. A proposal from any Offeror will be disqualified when the Offeror violates this condition of the RFP.

## **9. Acceptance and Rejection of Proposals**

- a. Acceptance: All proposals properly completed and submitted shall be considered by BUSHELL MEDIA INC.
- b. Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to the following:
  - i. The proposal is time-stamped at the Office of Procurement and Logistics after the deadline specified in the RFP.
  - ii. Failure to execute and return the required forms.
  - iii. Failure to respond to all subsections within the RFP. All proposals that are materially unbalanced, (i.e. that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.
  - iv. Proof of collusion among Suppliers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants



to such collusion shall be barred from future procurement opportunities until reinstated.

- v. The proposal shows non-compliance with applicable laws or contains any unauthorized additions, deviations or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- vi. The Offeror adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award or adds provisions contrary to those in the RFP.

### **L.3 RFP Proposal Format and Organization**

Suppliers shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important for you to follow the format outlined below to assist us in the evaluation process. **All proposals should be securely bound (does not apply to the electronic document), and must include the following items. Responses must be in the same order as, and responsive to, the information requested.** Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the District.

1. **Tab A - Representations and Certifications.** Offeror shall complete all verification statements and required forms found in Section K.
  - a. Supplier's Cover Sheet
  - b. Pre-award Survey
  - c. Certification regarding debarment, suspension, proposed debarment, and other responsibility matters
  - d. Hold Harmless Copyrighted Material, Trade Secrets and Disclosure of Other Proprietary Information
  - e. Proof of Insurance
  - f. Equal Employment Opportunity Policy and Forms
2. **Tab B - Executive Summary.** Offeror shall provide the following information in the order outlined below:
  - a. A title page
  - b. A table of contents
  - c. Executive Summary – This summary, limited to one typewritten page, should provide a high level description of the Supplier's ability to meet the requirements of the RFP and a statement describing why the Offeror believes itself to be best qualified to provide the identified services.
  - d. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized. Any exceptions determined to be material by the District may cause the proposal to be not further considered.
3. **Tab C – Qualifications and Experience**
  - a. **Qualifications:** Provide a brief description of your firm, including:

- (1) Qualification of Firm
- (2) Qualification of Staff
- (3) Industry Knowledge and Expertise
- (4) Project Management and Special Services pertinent to this Solicitation; and
- (5) Past Performance (The evaluation should take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. Past performance information should also include recent and relevant contracts for the same or similar items and other references including contract numbers, points of contact with telephone numbers and other relevant information).

**b. Service Team and Resume**

- (1) Provide an organizational chart of the team that would serve BUSHELL MEDIA INC, including all contact information.
- (2) Provide detailed descriptions of each team member's role, responsibilities, experience and education. Also provide a current resume for each member.
- (3) Provide information on the relevant experience of each team member.
- (4) Describe what approach the team would take in providing services to BUSHELL MEDIA INC. Indicate type and frequency of meetings and other forms of communications.

4. **Tab D - Subcontracting Plan:** The Offeror shall submit a subcontracting plan with the proposal.

The plan shall specifically identify names of potential sub-contractor(s), or area to be sub contracted, field of expertise, number of years in the field, proposed dollars amounts of subcontracting effort by category and references. This plan will be incorporated into the winning contractor's contract, and monitored throughout the life of the contract for compliance.

5. **Tab E- Signed Contract:** The Offeror shall complete Section A, Contract Cover Page & Signatures (block 6 and 8) and Section B in its entirety to include all options, and return a completed copy of the contract (Section A-J). Unless the District conducts discussions and /or request a Best and Final Offer (BAFO), this shall become the official contractual document for award, once signed by the Contracting Officer. If a BAFO is requested, the Supplier shall complete a revised Section A, Contract Cover Page & Signatures (blocks 6 and 8), sign and return the contractual documents. Any changes that result from the BAFO shall be clearly identified and justified in a cover letter containing the revised Contractual document.

6. **Cost/Price Proposal**  
**Please provide the Price Proposal in a Separate Document**  
----- End of Section L -----

## **SECTION M**

### **EVALUATION PROCESS**

#### **M.1 Evaluation for Options**

Except when it is determined to be in the District's best interests, the District shall evaluate offers for award purposes by evaluating the qualifications of firms submitting a response to this solicitation.

#### **M.2 Process for Award**

BUSHELL MEDIA INC will award a contract to the responsible Supplier whose offer conforms to the solicitation and whose offer best meets our needs and are most likely to assist BUSHELL MEDIA INC in achieving its objectives. The combined relative merit of the evaluation criteria listed below will be used in the selection of the Contractor. Furthermore, the cost or price listed in Sections A and B must be agreed to by virtue of the Contractor's submission of a response and execution of a Contract. BUSHELL MEDIA INC reserves the right to seek clarification of information submitted in response to this RFP. BUSHELL MEDIA INC also reserves the right to make award without further discussion. BUSHELL MEDIA INC reserves the right to make a single or multiple award(s) as necessary based upon the factors such as location, contractor's geographic coverage area and supplier capacity.

#### **M.3 Evaluation Panel:**

- a. Based on the evaluation criteria outlined in M.4, all technical proposals shall be evaluated and scored by the Source Selection Evaluation Committee designated by the District. Written or oral discussions may be conducted with Suppliers to resolve uncertainties relating to their proposals and to arrive at a complete agreement on all requirements. The Source Selection Evaluation Committee, upon completion of evaluating the technical proposals, will recommend to the Contracting Officer that negotiations be entered into with the selected highest technically qualified ranked firm(s).
1. The District reserves the right to investigate the qualifications of all Suppliers under consideration and to confirm any part of the information furnished by an Offeror, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

**M.4 Evaluation Criteria** In addition to cost, the following elements represent the evaluation criteria that will be considered during the evaluation process:

<p>A. Responsiveness to the Request for Proposal (25)</p> <ol style="list-style-type: none"> <li>1. Requested information included and thoroughness of response. <ol style="list-style-type: none"> <li>a. Program overview</li> <li>b. Staff Qualifications and Description</li> </ol> </li> <li>2. Clarity and brevity of the response and subcontracting plans</li> </ol>
<p>B. Supplier's Capability to provide the services and expertise and Past Performance (75)</p> <ol style="list-style-type: none"> <li>3. Review of Interview Presentation – Approach, Experience and Fee Schedule by BUSHELL MEDIA INC selection committee</li> <li>4. Minimum Firm Requirements: The District requires the web development and hosting company to disclose any prior business relationships with the District</li> <li>5. Qualifications</li> <li>6. Rate and Hours</li> </ol> <p>Based upon industry standards and the recognition that BUSHELL MEDIA INC is a public not for profit organization, web development and hosting companies are encouraged to submit a quote for services that is all-inclusive based on the suggested fee schedule as described in section B.</p> <ol style="list-style-type: none"> <li>7. Understanding of the project.</li> <li>8. Creativity of proposed project approach.</li> </ol>
<ol style="list-style-type: none"> <li>8. References and experience with other school districts.</li> </ol>
<p><b>GRAND TOTAL (100)</b></p>

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The evaluation criteria are weighted as indicated above.

It is the policy of the District that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any supplier or vendor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Contracting Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the General Superintendent or his or her designee.

## **M.5 Eligibility Requirements**

**M.5.1** Have a demonstrated record of providing services that is of high quality

**M.5.2** The Offeror must have no conflict of interest with regard to any other work performed by the firm for BUSHELL MEDIA INC.

**M.5.3** The Offeror must adhere to the instructions in this RFP on preparing and submitting the response.

**M.6 Selection Process** BUSHELL MEDIA INC also reserves the right to make award without further discussion. In addition, BUSHELL MEDIA INC reserves the right to seek clarification of information submitted in

response to this RFP and/or to request additional information during the evaluation process.

**----- End of Section M -----**