Request for Proposal
Information Technology Project Management Services

1. INTRODUCTION

The Mason Public School District (Mason or District) is seeking proposals from potential qualified service providers that would demonstrate to Mason that their firms would be "qualified" and competent to provide the services listed in this Request for Proposal (RFP).

To be considered "qualified," **Information Technology Project Management Service Providers** must be independent and demonstrate the skills and experience necessary to perform, at a minimum, the services listed in this RFP. **Information Technology Project Management Services** shall be undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of services.

Overview & General Scope:

Mason Public Schools consists of one Child Development Center/Administration building, three elementary schools, one middle school, one high school, and one transportation building. For the 2016-2017 school year, Mason's student count was 3,164 students. For the 2016-2017 school year, Mason's staff breakdown was: 188 teachers, 81 paraprofessionals, 205 non-instructional staff, and 18 administrators for a total of 496 employees.

July 2017 Mason Public Schools was awarded, by the Dart Foundation, a $750,000 grant for a 1:1 classroom Chromebook/cart initiative. In addition, the Mason Public Schools Foundation awarded an additional $90,000 to be used to support the 1:1 Chromebook/cart initiative. The goal of the initiative is to provide the majority of Mason classrooms with a Chromebook cart and 28 Chromebooks. The first installment of $196,667 was paid out July 2017 (devices/carts purchased with these funds have been deployed). The next installment of $583,334 arrived November 2017. The final two installments of $30,000 each will occur July 2018 and July 2019.

The District approved a bond election November 2017 that includes monies for technology. Approximately $4.5 million, paid over three series (1.5 million per series), will be used for technology improvements.

The Mason Public School District is issuing this request for proposal (RFP) to solicit sealed responses from qualified vendors/service providers to establish one or more contracts through competitive negotiations. The District intends to secure **Information Technology Project Management Services** to complete projects that may include, but are not limited to:

1. Evaluation and reporting on the following:

    a. Existing data distribution technology (WAN) and security as it exits, and report as to its suitability for re-use into the future
    b. Structured cabling in each building compared and contrasted with wireless data distribution systems, and report as to its suitability for re-use into the future
    c. Network electronics
    d. Wireless networking equipment
    e. Server and required data storage upgrades
    f. Student, teacher, administration and support staff computing devices (Tablets, Chromebooks, Desktops, etc.)
    g. Mobile wireless carts at each school with either laptop computers, tablets, or Chromebooks
    h. Student, teachers, administration, and support staff work stations (i.e. printers, document cameras, scanners, monitors, peripherals, etc.)
    i. Presentation projection systems, interactive whiteboards, LCD monitors, sound reinforcement systems fully taking into account existing systems; evaluating their suitability for reuse into the future
    j. LCD monitors and display projection systems in non-classroom areas (i.e. conference rooms, offices, hallways, auditoriums, lounges, cafeterias, etc.)
    k. Post lecture recording and replay of classroom lecture for review by students
    l. Video Security Systems and Security Cameras
    m. Building and auditorium sound systems
    n. Access Control Security Systems
    o. Student Information System, data systems, and office/classroom software
    p. IT staffing
    q. E-Rate contracts
2. Provide comprehensive classroom 1:1 Chromebook deployment and staging (one classroom set equals 28 Chromebooks and 1 cart) to include, but not limited to, consultation, management, oversight, set-up of equipment, tagging of equipment, and staffing the full deployment and staging of devices/carts.
3. Provide complete data integration support for existing systems that include Skyward, Illuminate Education, McGraw Hill (Wonders, WonderWorks, StudySync, Glencoe Math, FLEX), and HMH (Go Math). Support may include, but is not limited to consultation, set-up, technical support, and troubleshooting
4. Provide inclusive digital curriculum and software support that may include, but is not limited to consultation, deployment, set-up, technical support, and troubleshooting
5. Provide comprehensive staff, student, and parent training and professional development that's consistent with the District's vision and mission. Trainings and Professional Development may include, but is not be limited to:
    a. Developing a technology vision, mission, and goals for the integration of educational technology into the classroom to support instruction and student learning
    b. Pilots of hardware and software (curriculum-based or otherwise)
    c. Administrative retreats
    d. Comprehensive professional development training plan for teachers, support staff, administrators, students, and parents:
        i. After-school / Evening PD

ii. Weekend PD
iii. Summer PD
iv. District Provided Professional Development during the school year
v. School technology nights for parents/students

e. On-site and off-site comprehensive Technology Coaching (training and PD) for teachers, support staff, and administrators
    i. After-school / Evening PD
    ii. Weekend PD
    iii. Summer PD
    iv. District Provided Professional Development during the school year
    v. On-site visits and coaching support

6. Comprehensive support for Bid Specification Development
7. Inclusive support in developing, overseeing, and managing the Information Technology Project Management's Scope, Budget, and established Schedule

Standards for Technology Design and Bond Project Consulting:

1. **Programming Phase Services:**

    a. The selected vendor shall assist in reviewing and analyzing the needs of the District in order to develop technology projects and project scopes.

    The selected vendor shall arrive at a mutual understanding of such requirements with the District and shall commit its understanding of the requirements in writing and submit a copy to the District for approval before proceeding with drafting the preliminary designs.

    b. Once this writing is approved by the District, the selected vendor shall provide to the District a preliminary design and a Technology Project schedule that includes timelines, budgets, expectations and procedures for all technology projects.

    c. Work with Architect and District to develop technology infrastructure standards for additions and renovations.

2. **Design Phase Services:**

    a. Based on the mutually agreed upon preliminary design and Technology Project schedule, the selected vendor shall prepare, for approval by the District, detailed design documents consisting of drawings and specifications setting forth in detail the requirements for the Technology Project. These documents shall include but are not limited to a detailed description of the proper operating environment (i.e., space planning, schematic design, working drawings, specifications, cost estimates, prospective bidders list, approvals (State and local authorities), required electrical, air conditioning, lighting, furniture, etc., and technical addenda and clarifications) for all equipment which is to be installed as part of the Technology Project.

    b. Complete building walk-throughs and mark up floor plans as needed to identify technology infrastructure and power needs. Review findings, and coordinate recommendations, with District and Architect.

c. Conduct and/or coordinate all testing and/or surveys required for the Technology Project.

d. Attend meetings with relevant board and administration committees to develop goals, explain options, and reach consensus on final plans.

e. Review the technology Implementation/Installation schedule and recommendations for appropriate bidding categories and phases.

f. Produce and review projected cash flow schedules for all aspects of the Project.

g. Prepare an Implementation/Installation schedule including recommendations for appropriate bidding categories and phases, as well as contract coordination and sequencing.

h. Review commissioning and training options with District and incorporate appropriate commissioning and training duties into the plans and specifications.

i. Provide necessary cost estimates to ensure the Technology Project is consistent with the overall Project budget and the Architect's and Construction Manager's cost estimates.

3. Bidding Phase Services:

a. The selected vendor will reduce the design to a set of bid specifications and draft a request for proposal for the District's review and approval, assist with selecting technology contractors and suppliers, send out the request for proposals, evaluate the proposals with the District, assist in awarding, preparing, and securing contracts with the successful bidders.

b. The Designer will coordinate the request for proposal taking into consideration E-rate opportunities where applicable.

The design documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations and District policies and procedures. The selected vendor shall warrant that all such documents shall, when properly implemented, yield a completed Technology Project which conforms to the expectations of the District.

c. Complete bid package of all required Detailed Design documents and specifications, including reproduction of same.

d. Develop the necessary advertising for bid document distribution.

e. Assist District with creating all possible contractor interest in bidding and performing this work.

f. Prepare and distribute Detailed Design documents to bidders.

g. Participate in pre-bid conferences with all bidders for each division of work.

h. Assist in evaluating bids in each work category.

i. Participate in post-bid interviews with apparent low bidders.

j. Develop award recommendations to District.

k. Prepare all technology contractors' contracts and associated documents, using template forms prepared by the District's legal counsel taking into account project-specific issues including but not limited to dispute resolution and insurance matters.

l. Advise District as to necessary permits and other governmental agency approval applications.

m. Receive and review contractor bonds: performance and payment.

4. Implementation/Installation Phase Services:

a. The Designer shall be required to administer all contracts with contractors on behalf of the District. This responsibility shall commence with the award of each contract and shall terminate when all Systems are installed, integrated, and operating properly to the satisfaction of, and accepted by, the District. To this end, the selected vendor shall monitor all work in progress by contractors and keep the District informed of the progress and the quality of the work and shall guard the District against defects and deficiencies in the work and the contractors' failure to carry out the work in accordance with the design documents prepared by the selected vendor and approved by the District. The selected vendor shall develop an acceptance testing procedure which integrates all work being performed by all vendors, to the satisfaction of the District, which shall insure that all work which is properly implemented shall be in accordance with the design documents and the District's expectations to be delivered by the design documents

b. Monitor the schedule on a daily basis and take appropriate action with contractors that need encouragement and to maintain schedule.

c. Prepare change order requests, and receive District approvals.

d. Respond to design questions during implementation and acceptance testing process.

e. Based upon the selected vendor's inspections of the work and the evaluations of the contractors' applications for payment, the selected vendor shall review and certify the amounts due to the various contractors. All said certifications for payment shall constitute a representation to the District that the work has progressed to the point indicated, that the quality of the work is in accordance with the design documents and the acceptance testing procedure and that the work has been performed in a good and workmanlike fashion. This issuance of a certificate for payment shall further constitute a representation that the contractor is entitled to payment in the amount certified.

f. Expedite any District-ordered materials and loose equipment delivery.

g. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Technology Project directories and deliver them to the District.

h. Implement a security procedure to ensure that contractors are abiding by best practices of network and technology security to avoid data breaches or unauthorized access of District technology systems.

i. Ensure that all implementation/installation is completed as specified by the detailed design documents and meets all codes and regulations of agencies having jurisdiction over the Technology Project.

j. Provide review and coordinate Technology Project commissioning for all systems.

k. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.

5. **Post-construction Phase Services:**

a. Assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment and systems.

b. Provide follow-up and call-back services for the duration of the longest warranty period covered by a contractor on the Technology Project.

c. Conduct a post-occupancy walk-through appropriately timed to address Technology Project issues prior to expiration of applicable warranties.

Receipt of Proposals:

Proposals are due Monday, December 11, 2017, 2:00 PM local time

Submit (1) hard copy original and (1) electronic copy in a sealed envelope to:

Mason Public Schools
Attn: Matt Stuard
400 S. Cedar St.
Mason, MI 48854
Re: Information Technology Project Management Services RFP

The owner reserves the right to either to either to accept and/or reject and or all proposals, in whole or part, or to waive any informalities therein.

2. GENERAL INFORMATION

Purpose:

1. The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified service providers to provide comprehensive Information Technology Project Management support to Mason Public Schools in the areas of assessing and reporting on the District's technological needs, setting up, tagging, staging, and deploying staff and student devices, providing full data integration services and support, providing inclusive digital curriculum and software support, planning and providing comprehensive professional development to teachers, administrators, support staff, students, and parents, developing bid specifications, and developing, overseeing, and managing the project's scope, budget, and established schedule.
2. The secure **Information Technology Project Management Services** provider will coordinate with Mason Public School's District's eRate provider to ensure all timelines

are met for technology purchases. **The Assessment must be completed by February 15, 2018.**

Questions:

Due to the technical nature of this RFP, all information requests or questions regarding the RFP must be submitted in writing to:

Mason Public Schools
Attn: Matt Stuard
400 S. Cedar St.
Mason, MI 48854
stuardm@masonk12.net

All questions must be submitted in writing. Answers will be provided in written form some time thereafter but no later than 48 hours prior to proposal date and time.

Contract Administrator:

a. It is anticipated that the Owner may name a person to be authorized to administer contracts with the awarded vendors on a day-to-day basis during the term of the contract.
b. Mason Public Schools reserves the right to designate another individual as Contract Administrator during the term of the Agreement.

Incurring Costs:

a. The contract for **Information Technology Project Management Services** will lie between Mason Public Schools and the **Information Technology Project Management Services provider.** Mason Public Schools shall not be liable for any cost incurred by any bidder prior to the signing of contracts by all parties. All fees quoted shall be firm for the duration of the proposed contract including a minimum period of one full year call back services.
b. No payment will be considered for any professional services and/or expenses incurred as a result of submitting a response to this RFP.

Proposals:

a. To be considered, each **Information Technology Project Management Services provider** must submit a complete response to this RFP, using the format specified in Section 3. Proposals must be submitted to the address indicted in Section 2 as outlined in the Proposal Submittal portion. No other distribution of Proposals is to be made by the **Information Technology Project Management Services provider.**

Oral Presentations:

a. The selected **Information Technology Project Management Services provider** may be required to make an oral presentation of their Proposal to Mason Public Schools.
b. These presentations provide an opportunity for the selected **Information Technology Project Management Services provider** to clarify their written Proposals and for the Owner to obtain additional information.

Confidential Information:

a. As a public entity, Mason Public Schools is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

Right to Request Additional Information:

a. Mason Public Schools reserves the right to request any additional information that might be deemed necessary after the completion of this document.

Compliance:

a. The **Information Technology Project Management Services provider** will comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the individual's/company's performance of its obligations under this contract. This includes all designs, Requests for Proposals, and Requests for Quotes, etc.

Right of Refusal:

a. Mason Public Schools reserves the right to accept or reject any or all proposals, in whole or in part, to award to other than the lowest price individual/company; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the owners.

Costs:

a. The **Information Technology Project Management Services provider** is responsible for any and all costs incurred by the **Information Technology Project Management Services provider** or their subcontractors in responding to this request for proposal. Once quoted, fees for proposed work must remain firm throughout this project.
b. Once the final project scope has been determined, any scope changes must be approved in writing in advance of the **Information Technology Project Management Services provider** performing the work. Fees quotes must include all expenses for this project. No unquoted costs will be allowed after proposal submission and acceptance. It is incumbent on the **Information Technology Project Management Services provider** to make all expenses not contracted as a part of the work to be known to Mason Public Schools in submitting its

proposal with reasonable estimates for those elements required but not contracted as part of the work nor performed by the **Information Technology Project Management Services provider.**

Familial Relationship:

a. All **Information Technology Project Management Services Providers** submitting proposals must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between Mason Public Schools or any employee of the individual/company submitting a proposal and any member of the Mason Public Schools Board of Education or the Mason Public Schools Superintendent.

Federal or State Sales, Excise or Use Taxes:

a. Mason Public Schools is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property.

Contract Requirements:

a. Mason Public Schools considers this RFP legally binding and will require that this Request for Proposal and the resulting **Information Technology Project Management Services Providers** Proposal as modified during any subsequent negotiations be included as addenda to any subsequent contracts between the Designer(s) and Mason Public Schools. It should be understood by the **Information Technology Project Management Services Provider** that this means that Mason Public Schools expects the **Information Technology Project Management Services Provider** to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the Proposals. Lack of exceptions listed on the "Exceptions to Specifications" form will be considered acceptance of all of the specifications as presented in this RFP.
b. The selected vendor shall indemnify and hold the District harmless from and against any and all claims of whatsoever kind or nature for damage to property or for personal injury, including death, and from and against any loss, damages, costs (including reasonable attorney fees) and liabilities arising out of the negligence or willful misconduct of the selected vendor or the selected vendor's breach of the contract between the vendor and the District. The selected vendor's indemnification responsibilities shall extend to the negligence, willful misconduct, or contract breaches of or caused by any subcontractor of the selected vendor or by anyone directly engaged or employed by the selected vendor; provided, however that the selected vendor shall have no liability hereunder for any such claims, loss, or liability to the extent they arise from the negligence or willful misconduct of the District, on a comparative basis of fault.
c. The term of the contract shall be three (3) years, with the option to renew the contract, in the District's sole discretion, for additional one year terms for a two

year period after the initial term. Vendors should prepare their proposals with pricing information for the optional two year terms following the initial term.

Survival Clause:

a. All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

Non-Waiver of Agreement Rights:

a. It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the **Information Technology Project Management Services provider** should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

Subcontractors:

a. The **Information Technology Project Management Services provider** may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, the **Information Technology Project Management Services provider** shall be bound to all the terms of any contract agreement between Mason Public Schools. Further all **Information Technology Project Management Services provider** subcontractors shall be bound to all the terms of the agreement between the **Information Technology Project Management Services provider** and Mason Public Schools.

Assignments:

a. Mason Public Schools and **Information Technology Project Management Services provider** each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligation contained in this Agreement.

Information Technology Project Management Services provider as Independent Contractor:

a. It is expressly agreed that the **Information Technology Project Management Services provider** is an independent contractor and a consultant to Mason Public Schools. The **Information Technology Project Management Services provider** shall not pledge or attempt to pledge the credit of the Owner or in any other way attempt to bind the Owner.

Insurance:

a. The **Information Technology Project Management Services provider** agrees to hold harmless and defend the Owner and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of **Information Technology Project Management Services provider** employees or subcontractors. In order to demonstrate this responsibility, the **Information Technology Project Management Services provider** must have adequate and approved insurance throughout this project including warranty period as follows:
   1. A minimum Commercial General Liability limit of $1,000,000
   2. A minimum Umbrella Liability limit of $1,000,000; and Professional Liability insurance coverage with minimum limits of $1,000,000 per occurrence with $2,000,000 aggregate
   3. Auto liability limit of $500,000
   4. Statutory Workers Compensation insurance

Non-Collusion Covenant:

a. The **Information Technology Project Management Services provider** hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement.
b. In addition, the **Information Technology Project Management Services provider** agrees that a duly authorized **Information Technology Project Management Services provider** representative will sign a non-collusion affidavit, in a form acceptable to Owner, that the **Information Technology Project Management Services provider** firm has received no incentive or special payments, or considerations not related to the provision of technology systems and services described in this Agreement.

Conditions of the Contract:

a. Owner will prepare a contract based upon this RFP and based upon the **Information Technology Project Management Services provider**'s obligations to Mason Public Schools.

Delegation and/or Assignments:

a. No delegation of any duties under this contract to other than the named subcontractor(s) shall be binding upon the Owner until after the **Information Technology Project Management Services provider** and Owner has given written delegation, nor shall assignments of rights to monies due or to become due under this contract be permitted to any firm other than the **Information Technology Project Management Services provider**, except by specific prior written consent of the Owner.

Owner Expectations:

a. Mason Public Schools is seeking **Information Technology Project Management Services providers** with experience in providing similar services to other school districts. It is anticipated that the selected **Information Technology Project Management Services provider** will have worked with at least five districts on similarly scoped work in the past three years.
b. The **Information Technology Project Management Services provider** must be able to communicate and work effectively with non-engineering staff. The **Information Technology Project Management Services provider** will also be expected to effectively utilize appropriate equipment that may exist within the School District.

3. SCOPE OFWORK

Scope:

a. The successful **Information Technology Project Management Services provider** must provide the Assessment in **this RFP** plus any additional services necessary to accomplish the Intent identified in Section 1.

Information Technology Project Management Services Provider Responsibilities:

The following paragraphs provide additional detail as to how the **Information Technology Project Management Services provider** activities are to be completed:

a. Upon commitment by Mason Public Schools to engage the **Information Technology Project Management Services provider** formally, the **Information Technology Project Management Services provider** shall review and analyze Mason Public Schools' existing technology and the future technology needs of the School District. **The Assessment must be completed by February 1, 2018.**
b. After the **Information Technology Project Management Services provider** becomes familiar with how Mason Public Schools currently uses technology in all areas of the district, the **Information Technology Project Management Services provider** shall review its understanding of the most current and near term anticipated technology with the district Executive Director of Curriculum and administrative team.
c. After review with the Executive Director of Curriculum and coordination with Superintendent of Schools, the **Information Technology Project Management**

Services provider shall review the comments made by the Superintendent and incorporate his/her direction.

d. The **Information Technology Project Management Services provider** shall provide the services of professionals qualified by training and experience in their respective fields as needed to address the requirements of the Assessment.

4. PROPOSAL FORMAT

The **Information Technology Project Management Services Provider's** Proposal must be submitted in the format outlined below. Each section of the Proposal must be clearly identified with appropriate headings.

Executive Summary:

a. Explain, in no more than one page, why your firm and proposed assessment is the best for Mason Public Schools. This can be in the form of either an Executive Summary or a Cover Letter.

Business Profile:

a. State the full name and address of your organization and, if applicable, the branch office or other subordinates elements that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation: if as a corporation, include the state in which it is incorporated. Statement shall be signed in ink by a designated agent of the **Information Technology Project Management Services provider**'s organization authorized to bind the **Information Technology Project Management Services provider** to its provisions.

Forms:

a. Cost proposal as attached
b. Familial relationship affidavit
c. Non-collusion affidavit

Statement of Understanding:

a. State in succinct terms your understanding of the Mason Public Schools' intent as described in Sections 1 and 2, including any unique issues which may be presented.

Work Plan:

a. Present your method of completing required tasks. Include those tasks not listed but needed to achieve stated objectives. Identify the tasks that cannot be completed by your firm and explain. Identify district responsibilities and

estimated time commitments to complete the assessment by the required deadline.

Qualifications:

a. Identify similar projects completed for school districts that your firm has worked on in the past five years, including the contact, contact title, contact phone number. Identify the project manager and the key team members that worked on the project.
b. Proof of capacity: **Information Technology Project Management Services provider** shall provide proof that they have been in business for 3 years, and has been performing work of this skill level for at least 3 years. In addition, they shall submit evidence of current workload and that they have the personnel and facilities available to perform the work required in the allotted time period.
c. Identify the proposed project team and project manager. Provide resumes for all project staff. Identify other projects that each team member is involved in. Explain how these responsibilities will be balanced with other client commitments.
d. Identify any additional staff available for this project in the event that additional resources are needed.

5. INFORMATION TECHNOLOGY PROJECT MANAGEMENT SERVICES PROVIDER REQUIREMENTS

Contract Language:

a. The content of this RFP and the content of the **Information Technology Project Management Services Provider's** Response to The Owner's Request for Proposal will be incorporated into the contract, if the Proposal is accepted and a contract ensues.
b. The selected vendor will be expected to execute a contract, the form of which is attached hereto. ***The vendor must note any and all exceptions to this RFP and the form of contract in its proposal. Unless as specifically identified as an exception, the selected vendor will be deemed to have agreed to all terms in this RFP and the form of contract.***

Permits and Insurance:

a. **Information Technology Project Management Services provider** must maintain, at no additional cost to the Owner, the insurances specified in Section above.
b. The successful **Information Technology Project Management Services provider** may be required to name the Mason Public Schools as additional insured parties to these policies. Additionally, with respect to any insurance policies provided by the **Information Technology Project Management Services provider** which are "claims made" policies, the **Information Technology Project**

Management Services provider will be required to maintain said policies in full force and effect throughout the term of the Agreement.

c. **Information Technology Project Management Services provider** shall obtain proofs of insurance by all trade contractors acceptable to Mason Public Schools before they begin their work.

Additional Information and Comments:

a. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Forms:

a. Below you will find a page titled "Cost Proposal." Complete this Cost Proposal and have it signed by an officer of your firm. This signed Proposal is the financial portion of your bid on this Proposal.

COST PROPOSAL – Submit in separate sealed envelope

	PROJECT BID AMOUNTS
TOTAL Base Bid for Services	**$**
Hourly rate for out of scope services	**$**

I authorize that the statements in this response are accurate and true:

_____

Signature of Authorized Company

_____

Date

_____

Printed Name

_____

Title

Prices: All prices shall remain in effect for the duration of the proposed project timeline

_____

Signature of Authorized Company Officer

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY BID

The Board of Education will not accept this bid without this completed, signed and notarized form

FAMILIAL RELATIONSHIP AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says they are the

_____ _____
(Name) **(Title)**

of _____, the bidder which has submitted,
(Company)

to **Mason Public Schools** a proposal for **Information Technology Project Management Services.** Affiant states that there is NO familial relationship between the owner or any employee of above Company and any member of the Board of Education or the Superintendent of Mason Public Schools, said exceptions being as follows:

_____

(If no exceptions, please state above)

_____
(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above-named State and County this

_____ day of _____, _____ .

_____
(Notary Public)

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY BID

The Board of Education will not accept this bid without this completed, signed and notarized form

NON-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says they are the

_____ _____
(Name) **(Title)**

of _____, the bidder which has submitted,
*(**Company**)*

to **Mason Public Schools** a proposal for **Information Technology Project Management Services,** as fully set forth in said proposal and that except as specified below, the aforementioned bidder constitutes the only person, firm or corporation having any interest in said bid or in any contract, benefit or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

_____

Affiant further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of Mason Public Schools is directly or indirectly interested in said bid.

_____
(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above-named

State and County this_____ day of _____, _____.

_____
(Notary Public)

INFORMATION TECHNOLOGY PROJECT MANAGEMENT SERVICE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2017 (hereinafter referred to as "Effective Date") by and between _____, a Michigan _____, at _____ (hereinafter referred to as "Vendor") and Mason Public Schools 400 S. Cedar St., Mason, MI 48854 (hereinafter referred to as the "District").

WITNESSETH THAT:

WHEREAS, District desires to engage Vendor to provide the Services (as defined below); and WHEREAS, Vendor is interested in providing such Services; and

WHEREAS, District and Vendor mutually desire to set forth the terms applicable to such Services;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

TERM

1. The term of Agreement shall commence on the Effective Date hereof and shall continue for a period of three years (hereinafter referred to as "Term"). The Agreement with all terms and conditions set forth herein may, at the end of the Term, be automatically renewed by the District for a subsequent period of one (1) year for an additional two years following the initial Term provided the District gives the Vendor (60) days notice prior to the end of the initial Term. Agreement may be terminated prior to end of the Term without penalty upon written consent by both parties. The District may terminate this Agreement at any time, without cause and without penalty, by providing Vendor with 30 days written notice of its intent to terminate. In that event, the District shall be responsible for paying Vendor a portion of the annual fee, prorated up to the date of termination.

SERVICES

2. Vendor shall provide District with information technology project management services and system/equipment support for technological operations of the District as identified in the District's Request for Proposals dated _____, 2017 (the "RFP"). In general terms, Vendor will provide District with consulting, training, and technology services sufficient to maintain the District's technology in an effort to reduce downtime, maintain network performance and provide a technology infrastructure sufficient for the District's daily operations. Details of Vendor's services (the "Services") are identified in the RFP, which is incorporated herein by reference.

3. Vendor shall be responsible for monitoring and supporting all technology purchased, installed or modified, whether by District, Vendor, or any third party located at the District's premises.

COMPENSATION

4. Vendor will invoice District for Services as follows:

   _____Fee $_____

5. _____

6. Vendor shall provide, and District agrees to pay, all undisputed monthly invoices, and any pre-approved materials consumed while supporting the specified Services. Invoices shall include a reasonable description of all accumulated charges. District is not obligated to pay reasonably disputed amounts, including, without limitation, by reason of Vendor's material breach of this Agreement, failure to perform Services, or the mathematical inaccuracy of invoices.

7. Vendor may assess a late fee of 1.0 percent per month on past due balances. Any balance greater than 15 days past due may result in suspension of Services.

8. If Vendor materially breaches any provision of this Agreement, the District shall only be responsible for the portion of the Fee prorated up to the date of the breach. At the time of breach, the District will reimburse Vendor for any outstanding supplies, equipment that the District has authorized to purchase but has not yet paid.

CONFIDENTIALITY AND NON-COMPETITION

9. Both parties acknowledge that, in order for Vendor to provide Services, Vendor will have access to private, confidential and non-public District information. Vendor agrees that it shall direct its employees to observe and hold them accountable for compliance with the policies and directives of the District pertaining to the confidentiality of records maintained by the District to the extent that such records are rendered confidential under State and Federal law, including, without limitation, the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act. Vendor acknowledges that confidential records of the District shall remain under the exclusive control of the District and shall be disclosed to Vendor (its employees and agents) only as permitted by controlling law and policy, and subject to the same conditions governing the use and redisclosure of education records that would otherwise apply to employees of the District. Vendor agrees that it will not, during or at any time after Vendor ceases to provide services, use for itself or others, or disclose or divulge to others, private, confidential and non-public District information, or any other proprietary District information without the express written permission of District, except as required by law or court order or as necessary to provide Services under Agreement or information which is now, or becomes in the future, public knowledge other than through acts or omissions of Vendor. Vendor acknowledges that it is responsible for all members of its organization to uphold the confidentiality clause. To the extent not covered by the insurance policy carried by Vendor under this Agreement, Vendor agrees to indemnify and hold harmless District for all actual costs associated with any breach of this confidentiality provision, including, without limitation, fines, penalties, damage awards, legal costs, and attorney fees.

10. Vendor acknowledges that upon discontinuance of services to District, Vendor shall return to District all documents and property of District, including but not necessarily limited to: drawings, reports, manuals, correspondence, computer software, computer hardware, and all other materials and all copies thereof relating in any way to District's confidential business practices, or in any way obtained by Vendor during the course of providing services to District. Vendor further agrees that they shall not retain copies, notes or abstracts of the foregoing.

11. All drawings, writings, inventions or any other materials produced by Vendor (including its employees and agents) in the course of performing services for the District under this Agreement or while being otherwise compensated by District, whether created solely by Vendor or jointly with District or others, shall be the sole property of District either by (a) the "work for hire" doctrine, to the extent applicable, or (b) by assignment of all rights from the Vendor to the District at any time upon the District's request and without further compensation to the Vendor. All such copyrights or other intellectual property rights shall be surrendered to the District prior to termination of services under this Agreement for any reason. Vendor agrees that it and its employees, agents, and successors or assigns will execute any document or agreement necessary to affect these property rights without delay or cost to District.

12. Vendor shall not attempt to solicit for employment (or hire) or contract services from any employee of District during the term of this Agreement and for one year thereafter without the express written consent of District.

CONDITIONS OF USE

13. Vendor acknowledges that Vendor's use of District technology is limited to providing Services to District and accessing Vendor systems for business purposes.

14. Vendor will follow strict hiring guidelines to help ensure staff is ethical and trustworthy. Vendor shall require all of its personnel, now and in the future, to be fingerprinted in accordance with District policies and

requirements for the purpose of conducting, through the proper entity, both federal and state criminal background checks of all employees in accordance with applicable legal requirements, in particular the Revised School Code. All employees of Vendor performing Services or otherwise coming into contact with students shall have no convictions of the following:

(i) Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
(ii) Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or
(iii) Any felony. Provided, that with prior written approval of District and of its Board of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of District, that individual's presence will not pose a danger to the safety or security of the District's students or employees; or
(iv) Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code; or
(v) Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
(vi) Any other offense that would, in the judgment of District, create a potential risk to the safety and security of students serviced by District or to employees of District.

Vendor will pay for the cost of the background checks and notify the District of any criminal offense in which an employee has been involved.

LIABILITY AND INDEMNITY

15. Vendor shall indemnify and hold District (and its officers, trustees and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or material breach of this Agreement or the obligation of Vendor or any of its employees or others for whom it is responsible in connection with the performance of the Agreement.

16. Vendor agrees to procure and maintain insurance coverage in types and amounts identified in the RFP.

    Vendor agrees that its commercial general liability insurance coverage(s) shall name District as an additionally insured and provide District certificates of insurance evidencing such coverage.

ACCEPTABLE USE

17. Vendor agrees not to knowingly engage in any activity that would constitute a threat to the security or performance of the District's systems or operations.

18. Vendor will notify District of any detected software license violations and provide technical assistance to District in their efforts to correct any violation.

19. Neither District nor Vendor may transfer or assign any Service, obligation, or portion thereof, provided under this Agreement unless stipulated otherwise in attachments hereto.

MISCELLANEOUS

20. Neither party may assign its rights and responsibilities under Agreement without the written consent of the other party.

21. The waiver of any breach or default under Agreement shall not constitute the waiver of any subsequent breach or default.

22. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Agreement or the intent of any provision thereof.

23. Vendor shall indemnify District, its boards, officials, employees, and agents from any and all claims and expenses, including, without limitation, reasonable attorney's fees, arising from Vendor's material breach of any provision of Agreement.

24. Michigan law shall control in the interpretation of Agreement. In the event that any of the provisions of this Agreement are found by a court or legal authority of competent jurisdiction to be illegal or invalid, said provisions shall be limited or eliminated to the minimum extent possible so that this Agreement shall otherwise remain in full force and effect.

25. The terms and conditions of Agreement shall prevail notwithstanding any inconsistent terms and conditions that may be contained in any purchase order or other document submitted to the District by Vendor.

IN WITNESS WHEREOF, the parties hereto have hereunto caused Agreement to be signed and delivered by their duly authorized agents, all as of the Effective Date stated above.

Superintendent – Ronald Drzewicki **District – Mason Public Schools**	**[Insert Signer information].** **Authorized Signatory of [Vendor]**
Date	**Date**