

Request for Proposal

MULTI-SKILLED NURSING ASSISTANT COMPUTER-BASED INSTRUCTIONAL SYSTEM, TRAINING AND INSTALLATION

RFP #9-0059

Issue Date: June 30, 2009
Proposal Due Date: July 15, 2009
Contracting Officer: Chris A. Adams

REQUEST FOR PROPOSAL

**MULTI-SKILLED NURSING ASSISTANT COMPUTER-BASED INSTRUCTIONAL
SYSTEM, TRAINING AND INSTALLATION**

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SECTION I: REQUEST FOR PROPOSAL PURPOSE AND SCHEDULE

1. PURPOSE:

Health Sciences Curriculum/Instructional training System

Oakland Schools Career Focused Education Technical Campuses seeks bids for a comprehensive multi-skilled nursing assistant computer-based instructional system, training and installation. This system will be used at four regional technical training facilities primarily for the education and training of 11th and 12th grades students in career technical education programs.

2. REQUEST FOR PROPOSAL SCHEDULE:

Proposal Release Date:	June 30, 2009
Deadline to submit clarifying questions	July 7, 2009; 3:00 EST
Responses to questions to be posted	July 8, 2009
Proposals due date	July 15, 2009; 3:00 EST
Tentative interviews/presentations	July 27, 2009
Board approval	August 10, 2009
Contract start date	August 11, 2009



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SECTION II: INSTRUCTIONS TO BIDDERS

1. PROPOSALS

The Board of Education of Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328 is accepting proposals for multi-skilled nursing assistant computer-based instructional system, training and installation in accordance with the attached specifications. All proposals shall be received no later than July 15, 2009; 3:00 p.m., local time as established by the U.S. Atomic Digital clock (<http://nist.time.gov>). It is the sole responsibility of the bidder to ensure their proposal reaches Oakland Schools on or before the closing date and hour as indicated. Late proposals will NOT be accepted.

One (1) original and four (4) copies shall be submitted via hand delivery or express mail in a sealed envelope to the address listed below. Electronic submission will not be accepted.

Oakland Schools

Front Desk Receptionist – Multi-skilled Nursing Assistant Computer-based Instructional System, Training and Installation.

2111 Pontiac Lake Road

Waterford, MI 48328

2. BUILDING CLOSURE

In the event the submittal of additional paper documentation is required to be delivered to Oakland Schools, if the District, and/or district building, is closed due unforeseen circumstances on the day proposals are due, proposals will be due at the same time on the next day that the District and/or district building is open.

3. RFP CLARIFICATIONS

Any and all clarification questions pertaining to this RFP must be submitted in writing via www.bidsync.com and will be answered and posted so all bidders are notified. Bidders who do not comply may be disqualified from the bidding process. It is the bidder's responsibility to check for any changes, posted questions and answers, and/or addenda to this solicitation. Bidders are responsible for checking this website prior to bid submission. *Failure to acknowledge all addenda may result in rejection of your bid as being non-responsive.*

4. COMMUNICATION WITH OAKLAND SCHOOLS' STAFF

Any and all communication shall go through the Contracting Officer. If a bidder works with Oakland Schools on other projects and must communicate with an individual that is serving on the evaluation team of this RFP, the bidder must contact the Contracting Officer for approval. Failure to comply with this may be grounds for disqualification.

5. ROUNDING

All prices shall be rounded to the nearest whole dollar unless unit pricing is less than \$50.00.

6. REBATES AND DISCOUNTS

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

7. EXCEPTIONS

Proposals must meet or exceed all specifications herein. Any and all deviations from specifications must be clearly detailed on Attachment A, the Exception to Proposal Form; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful vendor will be held responsible thereof.

8. VOLUNTARY ALTERNATES

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

9. WITHDRAWAL OF PROPOSALS

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

10. PROPOSAL FORMS

The vendor must utilize proposal forms, or exact facsimiles, as supplied in the proposal document.

11. EXECUTIVE SUMMARY

Proposals must include an executive summary, not to exceed two (2) pages in length providing an overview of the proposed system and any information the bidder wishes to bring to the attention of Oakland Schools.

12. BIDDER QUESTIONS

Each bidder is required to respond to the questions where specified. If you would like to attach documentation to support your other answers, please do so. Responses should be concise and stand on their own. The quality of the response to the RFP will be viewed as an example of the vendor's capabilities.

13. PROPOSAL COSTS

Oakland Schools shall not be responsible for any cost or expense the bidder incurs during the preparation or award of this proposal.

14. PROPOSAL ACCEPTANCE/REJECTION

The Board of Education reserves the right to accept any item in the proposal; to accept or reject any or all proposals; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest bidder in the sole discretion of the district.

15. INTEREST

No member of Oakland Schools Board of Education, City, State or any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates.

16. BIDDER'S RESPONSIBILITY

The submission of a proposal will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the bidder can furnish the item(s) in complete compliance with the general terms and conditions, specifications and any special provisions.

17. GIFTS, GRATUITIES OR KICKBACKS

Acceptance and the offering of gifts, gratuities or kickbacks from Bidders or the Contractor to District employees and their family members or the members of the Board of Education are prohibited.

18. VERBAL REPRESENTATIONS

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they are made in answer to questions asked by the District or its representatives and are followed up in writing.

19. SOLE BIDDER

If only one proposal is received in response to the RFP, a detailed cost proposal, if requested by Oakland Schools, will be required of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

20. BIDDER INTERVIEWS AND DEMONSTRATIONS

Oakland Schools may, at its option, elect to conduct interviews and/or demonstrations with selected bidders, or request to visit the bidder's site for bidders that are under active consideration. Oakland Schools is not required to hold such presentations and is not obligated to provide all bidders with such an opportunity.

21. MISREPRESENTATIONS

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

22. PROPRIETARY OR CONFIDENTIAL INFORMATION

Any proprietary or confidential material (financial statements, etc.) that was submitted by a bidder and is clearly marked as such will be returned upon request. Marking the entire proposal as confidential will not be accepted or honored. Remaining non-confidential material in the proposal, including proposed costs and compensation, will be maintained for the official files and will be subject to the Freedom of Information Act, MCL 15.231 et. Seq.

23. OPEN PROCUREMENT

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

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

24. NOTIFICATION OF AWARD

Once approved by the Board of Education, Oakland Schools will publish the award on Bidsync.com. Oakland Schools may elect to notify the recommended bidder prior to the Board award date, as required

25. BIDDER DEBRIEFING

Upon request, a debriefing conference will be scheduled with an unsuccessful bidder. The Contracting Officer must receive the request for a debriefing conference within five (5) business days after the announcement of successful bidder. The debriefing must be held within five (5) business days of the request. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour. Discussion at the debriefing conference will be limited to the following:

- A) Evaluation and scoring of the bidder's proposal.
- B) Critique of the bidder's proposal.
- C) Review of the bidder's final score in comparison with other bidder's final scores without identifying the bidders.



SECTION III: GENERAL TERMS & CONDITIONS

1. TAXES

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

2. DISPUTES

- a. Except as provided under any applicable State of Michigan statute, all disputes arising under or relating to this contract shall be resolved under this clause.
- b. "*Claim*," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six months after accrual of the claim, to the Contracting Officer for a written decision. A claim by the District against the Contractor shall be subject to a written decision by the Contracting Officer.
- d. The contractor shall provide the certification specified in subparagraph "e" of this clause when submitting any claim.
- e. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- f. The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- g. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- h. The Contracting Officer's decision shall be final unless the Contractor appeals to the Head of the Purchasing Agency or files a suit. The Head of the Purchasing Agency is the Deputy Superintendent/ Facility Operations and Finance.
- i. If a claim by the Contractor is submitted to the Contracting Officer, or a claim by the District is presented to the Contractor, the parties agree first to attempt to resolve the dispute through alternative dispute resolution (ADR),
- j. The parties agree not to discuss any dispute(s) with the press/media during the resolution process.
- k. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

3. TERMINATION FOR CONVENIENCE

The District may terminate performance of this contract in whole, or in part if the District determines that a termination is in the District's interest, with a 30 "calendar" day written notice. The Contractor, after receipt of a "Notice of Termination," shall stop work on the cancellation date specified in the notice.

The District will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the District may determine the contractors cost based the schedule of values or exact cost of any work performed. The contractor will not be reimbursed for any anticipated profit.

4. TERMINATION FOR CAUSE

If either party is in default under this contract, it shall have an opportunity to cure the default within 30 "calendar" days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this



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contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The District may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

5. OAKLAND SCHOOLS CONTRACTOR PAYMENT POLICY & PROCEDURES PAYMENT

Contractor(s) must submit invoices, by the last day of the month, to Oakland School, Accounts Payable, 2111 Pontiac Lake Rd., Waterford, MI 48328. Payment will be made within 30 days after receipt of an invoice for services rendered during the prior month, upon inspection, satisfactory performance of the contract, approval of Oakland Schools and after each phase of project completion.

6. CONFIDENTIALITY

The vendor must ensure that suitable measures will be taken to assure the confidentiality of Oakland Schools and its member schools' data.

7. FREEDOM OF INFORMATION ACT

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

8. NEWS RELEASES

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

9. EXECUTION OF CONTRACT

The contract entered into by the parties shall consist of all parts of this Request for Proposal including specification, drawings, if any, including all modifications thereof, any addenda, any questions and corresponding answers, the proposal submitted by the vendor, the purchase order, all of which shall be referred to collectively as the Contract Documents. **The vendor shall submit all product and/or service warranties, and any maintenance or license agreements for all proposed equipment and services.**

10. IMMUNITIES

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

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

11. SMOKING/ALCOHOL ON SCHOOL PREMISES

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

12. PROTECTION OF OAKLAND SCHOOLS' BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the District as the Contracting



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Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

13. EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and anti-discrimination guidelines and regulations, and covenants that neither the bidder nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Oakland Schools to revoke and otherwise terminate the contract and all obligations of the School District there under.

14. GUARANTEES BY THE CONTRACTOR

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

15. INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL VENDOR(S)

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

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

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

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



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16. SEVERABILITY

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

17. OSHA/MIOSHA

The Contractor shall abide by all OSHA/MIOSHA Local, State, Federal and Owner's Safety Requirements.

18. ELECTRICAL POWER TOOL AND EQUIPMENT

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

19. OAKLAND SCHOOLS RIGHT TO COMPLETE

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

20. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, or dispose of the Contract or any part thereof without the written consent of Oakland Schools.

21. GENERAL INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of this Contract by Contractor; or (iii) any breach of any representation or warranty by Contractor under this Contract. Oakland Schools agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

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

23. MICHIGAN RIGHT TO KNOW/HAZARDOUS MATERIAL LAW

It is the Contractor's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law. All cleaning material containers must be properly labeled. The Contractor is to provide Oakland Schools with the following information:

- a. Material Safety Data Sheets (MSDS) on all chemicals your company provides and uses in an Oakland Schools building.



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- b. An inventory of the types of chemicals used their purpose, and their location in the building.

24. PRODUCT ACCEPTANCE

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

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

25. GOVERNING LAW

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

26. CONFLICT OF INTEREST

Oakland Schools will not enter into a contract to furnish materials or services to Oakland Schools where a board member, administrator, building administrator, or employee involved in the contracting process has a substantial interest in the proposed contract except as provided in s380.634(5) of the Revised School Code. A "substantial conflict of interest" means a conflict of interest on the part of an intermediate school board member or intermediate school district administrator in respect to a contract with the intermediate school district that is of such substance as to induce action on his or her part to promote the contract for his or her own benefit. Disclosure of all such interests must be made. Every contract entered into by Oakland Schools shall contain a provision to the effect that if subsequent to entering into the contract an Oakland Schools Board member, administrator, building administrator or employee involved in the contracting process shall develop a substantial interest in the contract, Oakland Schools shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after Oakland Schools provides notice of the disqualifying interest.

27. MICHIGAN SCHOOL SAFETY LEGISLATION

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

Any personnel of the Contractor or of the subcontractors thereof of any degree that have been charged with any of the referenced crimes referenced in 2006 PA 680 shall immediately report that circumstance to Oakland Schools superintendent and shall not be permitted to work in any of the Districts schools or schools of the constituent districts served pursuant to this Contract during the pendency of the prosecution associated with such charge(s). Oakland Schools reserves the right to refuse Contractor's assignment of any individual, agent or employee of the Contractor or subcontracted personnel of any degree to render services under this Contract where the criminal history of that individual (including any pending charges) indicate, in Oakland



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School's judgment, unfitness to perform services under this Contract. Violation of the above by the Contractor or a subcontractor thereof shall be a basis for immediate termination of this Contract. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, subcontractors, suppliers and materialmen of any degree.

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

28. CONTRACTOR EMPLOYEE PLACEMENT

The Contractor shall supply Oakland Schools a list of all employees assigned to each building and their assigned areas of responsibility and this list shall be updated as employees are hired or terminated.

29. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the District and the Contractor, and it supersedes any prior communications, representations, or agreements of any kind. This contract may not be modified except in writing signed by both parties.



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SECTION IV: SPECIAL TERMS & CONDITIONS

1. CONTRACT EXTENSION OPTION

- (a) The District may extend the term of this contract by written notice to the Contractor within 60; provided, that the District gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the District to an extension.
- (b) If the District exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

2. CONTRACT EXTENSION

If awarded, this proposal including pricing, specifications and terms & conditions shall be extended to all public, private and public school academies in Oakland County for the term of the Contract.

3. AVAILABILITY OF FUNDS

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



SECTION V: SPECIFICATIONS

1. OVERVIEW

Health Sciences Curriculum/Instructional training System

Oakland Schools Career Focused Education Technical Campuses seeks bids for a comprehensive multi-skilled nursing assistant instructional training software system. This system will be used at four regional technical training facilities primarily for the education and training of 11th and 12th grades students in career technical education programs.

2. RFP REQUIREMENTS

Each Bidder shall provide the recommended quantities (on price sheet) for all components for the specific system bid in order to meet the specifications previously stated.

Please describe in detail how your product will satisfy the following requirements:

1. Does your product offering provide a comprehensive curriculum aligned to national and state standards including NCHSTC Nation Health Care Skill Standards including:

Standard	Indicate “Yes” or “No”
Health Care Systems	
Legal and Ethical Responsibilities	
Medical Terminology	
Infection Control	
Communications	
Anatomy and Physiology	
Human Growth and Development	
Wellness and Nutrition	
Safety Precautions	
Infection Control	
Medical Mathematics	
Client Status	
CPR	
Emergency Care	
Personal Qualities	
Health Care Careers	
Job Seeking Skills	

2. The proposed multi-skilled nursing assistant curriculum, student management, test/quiz management and progress reporting systems along with the data included and generated by your solution must integrated seamlessly with the AES Training Systems Library, “Health Center21: Health Care Foundations”

Please describe the way in which your product satisfies this requirement:

3. Curriculum scope should address career technical education training needs for health care foundation skills, nursing assisting, and medical office assisting. Nursing assistant curriculum must be based on federal and state OBRA 87 requirements.

Please describe the way in which your product satisfies this requirement:

4. Curriculum should include content in health career exploration, employability skills, related academic skills, and communication skills. The software must include lectures, multimedia, exercises, and activities for all topics

Please describe the way in which your product satisfies this requirement:

5. Instructional delivery should include content and materials for multimedia presentations, interactive exercises, and hands on applications. Delivery must also include printable “check-off” sheets so that students can monitor their progress.

Please describe the way in which your product satisfies this requirement:

6. Instructional delivery should include computer based instruction that includes media clips, workplace scenario videos, role playing, problem solving, graphics, animations, interactive exercises, photos, charts and/or other enhancements to the instructional process for group or individual presentation of content

Please describe the way in which your product satisfies this requirement:

7. Computer based system should provide the ability to read screen text to the learner

Please describe the way in which your product satisfies this requirement:

8. Computer based training system should include a student/classroom management system that provides student information management, real-time student monitoring, messaging and reporting, and student assessment. Teachers must be able to monitor grades and progress on quizzes and tests with the ability to 'reset' lessons when remediation is needed.

Please describe the way in which your product satisfies this requirement:

9. Management system should allow instructors to monitor student progress and provide reporting through a student gradebook component.

Please describe the way in which your product satisfies this requirement:

10. System should allow for the import and export of student information, student progress, assessment results and grade book (see item 8) information.

Please describe the way in which your product satisfies this requirement:

11. System should allow for the modification/customization of course content by instructors. Teachers should be able to utilize class or individual student profiles to customize content as “easy”, “moderate” or “difficult”.

Please describe the way in which your product satisfies this requirement:

12. System should include a test item bank with the ability to modify, add, import and export test items.

Please describe the way in which your product satisfies this requirement:

13. Test items should be linked to curriculum standards to allow for standards-based reporting of students.

Please describe the way in which your product satisfies this requirement:

14. System should allow the development, administration, and scoring of quizzes and tests.

Please describe the way in which your product satisfies this requirement:

15. System should provide web-based access for staff, parents and students.

Please describe the way in which your product satisfies this requirement and which functionality is available via web access:

16. Vendor to provide customer support for Oakland Schools staff accessing the system during school and non-school hours.

Please describe the way in which you will satisfy this requirement and the methods for providing support such as phone support, email, chat, web-based forums and help documentation.



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17. Vendor to provide customer support for Oakland Schools parents and students accessing the system during school and non-school hours.

Please describe the way in which you will satisfy this requirement and the methods for providing support such as phone support, email, chat, web-based forums and help documentation.

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18. Bid should include onsite staff training for up to 5 staff members.

Please describe cost, training method, logistics, location, etc.

--

19. Bid should include any and all costs for annual technical support.

Please describe technical support agreement and associated cost:

--

20. Bid should include annual cost for software maintenance/upgrades

Please describe software maintenance and upgrade services and associated cost:

--

21. All software provided as a result of this bid must comply with the following technology requirements:

- Compatible with Windows Server 2003
- Any associated license management server must be compatible with Windows Server 2003.
- Client software must be compatible with Windows XP Service Pack 2.
- Any browser functionality must be compatible with MS Internet Explorer 6.0 Service Pack 2.

Please indicated compliance with these standards and describe any variance:

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3. EVALUATION CRITERIA

Oakland Schools may award a proposal to the most responsive vendor who best meets the following criteria:

- a. Conformance of proposed to meet specifications.
- b. Overall qualifications of Bidder.
- c. Overall understanding of and responsiveness to the requirements.
- d. Cost
- e. Other pertinent information provided by the bidder that Oakland Schools determines to be necessary for evaluation.



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SECTION VI: BIDDER QUESTIONS

BIDDER'S MUST PROVIDE A WRITTEN RESPONSE TO EACH QUESTION AND SUBMIT AS PART OF THE PROPOSAL.

A. COMPANY INFORMATION

1. Provide a profile of your company. Indicate your company's legal name, address, and telephone number. Include parent company information if applicable.
2. How long has your company been in business?
3. Indicate the location of your local maintenance and support department.
4. Indicate number years of experience your company has with installation, maintenance and support of the proposed system or a similar one.
5. Describe the financial soundness of your company.
6. Describe your company's adherence to industry standards.
7. Is your company a fully warranted dealer for all products and services?
8. How many employees do you have in the Metropolitan area? Full time_____ Part Time_____
9. How many projects is your company working on for other customers? _____
10. How many technicians are actively certified to provide maintenance and support services?
11. Identify the number of years of relevant experience for each person to be assigned to the Oakland Schools account.
12. Provide a written document describing the number and experience level for the technical support staff that will be assigned to this project. Include all certifications for each person.
13. Describe your process to certify that installation conforms to the manufactures guidelines.
14. What is the 3 year plan for the application your organization is including in your proposal response? Is there any projected end of life?



15. Describe your organizations model for addressing application “bugs”, “upgrades”, and “revisions”.
16. Describe your organization’s service level agreement guarantees for response times.
17. Please include your organization’s technical support structure and reporting model for customer support. Please include both technical support and functional support models.
18. Does your company have any current or outstanding litigations?
19. List the hardware required to run the proposed system.

In addition to completing the above questions, the following shall be submitted with your proposal:

1. Pricing – Pricing shall be submitted in a separate envelope labeled “Pricing Proposal” and delivered to Oakland Schools. Please do not incorporate the price sheet in the text of the proposal response.
2. Completion of Specifications Compliance, if required.
3. Section VI: Certification
4. Section VII: Bid Disclosure Statement – Familial Relationship
5. Section XI: Exception to Proposal Form
6. Contractor Information Form
7. Completed W-9 Form



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SECTION VII: PRICING FORM

All cost shall be included to in order to purchase multi-skilled nursing assistant computer-based instructional system, Training, Maintenance and Support and Installation. Pricing shall be firm throughout the duration of the contract. All cost shall be included to provide a system that will be fully functional and include inside shipping direct to Oakland Schools.

Name of Bidder: _____

Name of proposed software system: _____

	<u>Unit Cost</u>	<u>Total Cost</u>
A. Software Access or Licensing	\$ _____	\$ _____
B. Software Maintenance & Support		
11 Month (1) August, 2009 – June 30, 2010	\$ _____	\$ _____
Year Two (2) July 1, 2010 – June 30, 2011	\$ _____	\$ _____
Year Three (3) July 1, 2011 – June 30, 2012	\$ _____	\$ _____
C. Equipment (List equipment necessary)		
<u>Quantity</u> <u>Equipment Description</u>		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
D. Installation Cost per hour _____	\$ _____	\$ _____
E. Training		
Cost Per Person up to # _____	\$ _____	\$ _____

Training: All costs shall be included to provide training to staff administrators of Oakland Schools' and its districts. On-site training shall be conducted at a designated facility of Oakland Schools' and/or its districts. Training should include system operation, maintenance trouble shooting, software and equipment usage.

Please attach a full description of the training syllabus and project implementation plan.

F. TOTAL PROPOSED COST: \$ _____

G. Catalog/Non-Contract Item Discount

In addition to bidding on the specific items for the Healthcare multi-skilled nursing assistant computer-based instructional system, training and installation. Request for Proposal, Oakland Schools is requesting that your company provide a discount for non-contract items for the term of the contract. The discount offered is to be a straight discount from manufacturers suggested retail price on all items. The vendor awarded this contract must provide updated pricing or catalogs to all ordering members. A current catalog must be included in your Request for Proposal.

The discount percent that you quote should include all delivery charges and have no minimum order size requirements. In order to participate for the non-contract portion of the Proposal, the vendor must, in the opinion of the committee, make a good faith effort to competitively participate in the "contract item" portion of the proposal.

Catalog: _____

_____ % off of Catalog Price

SECTION VIII: CERTIFICATION

Contractor hereby certifies the following by checking yes or no by each item.	<u>Yes</u>	<u>No</u>
1. That the Contractor has carefully examined the instructions and specifications and will furnish this material/product with such specifications for the price set forth in this bid.	•	•
2. All conditions noted in the bid are understood and acknowledged.	•	•
3. Contractor's terms as specified are true and correct.	•	•
4. That the Contractor has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the bid offer.	•	•
5. Respondents must attest in writing that they have sought answers to any questions they may have regarding the form or substance of this IFB, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed.	•	•
6. This bid contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement.	•	•
7. Execution of this contract constitutes a representation by the Contractor that to the best of the Contractor's knowledge no conflict of interest exists between the District representatives and the Contractor or its employees and agents.	•	•
8. This bid is made without any previous understanding or agreement with any other person, firm or corporation submitting a bid for the same purpose and in all respects is fair and without collusion or fraud. The bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever.	•	•

As an awarded contract, the above bidder agrees to provide the scope of work in this Invitation for Bid, including all terms and conditions, special provisions, specifications, addenda, questions and corresponding answers, and the bid as set forth in these Contract Documents. The parties intend for this to constitute the final and complete agreement between Oakland Schools and the Contractor.

Name (Print)	Title	Signature	Date
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ACCEPTANCE OF RFP: (To be completed by the contracting officer AFTER Board approval)

This proposal for contracting said services and/or product indicated within this RFP is hereby selected and has been approved by the Board of Education on the date indicated below. As an awarded vendor, your firm is bound to provide services and/or product, including all terms, conditions, specifications, and addenda as set forth in the Request for Proposal. The parties intend this award to constitute the final and complete agreement between the Oakland Schools and Vendor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto.

Name (Print)	Title	Signature	Date
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SECTION IX: BID DISCLOSURE STATEMENT-FAMILIAL RELATIONSHIP

(Return completed form with proposal)

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Oakland Schools Board or the Oakland Schools Superintendent must be accompanied with the bid. Bids without this disclosure statement will not be accepted. The members of the Oakland Schools Board are: **Barbara DeMarco, Daniel Share, Debbie Squires, Ronald N. Storing, and Connie Williams**, and the Oakland Schools' Superintendent is **Vickie L. Markavitch**.

The following are the familial relationship(s):

Owner/Employee Name	Related to:	Relationship
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 Oakland Schools Board, or the Oakland Schools 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: _____



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SECTION X :EXCEPTION TO PROPOSAL FORM



A. Company Name: _____
Address: _____ City: _____ State/Zip: _____
Phone: _____ Fax: _____ Website: _____
Contact Name: _____ Contact Title: _____
Contact Phone: _____ Contact Email: _____

B. Business Structure: Corporation () Partnership () Sole Proprietor ()

C. Number of years in business as the company named above _____

D. Largest single contract this company has held \$_____ With whom? _____

E. Annual gross sales for last four (4) years:
2008 _____ 2007 _____ 2006 _____ 2005 _____

F. Deviations from specifications? ___Yes ___No (Provide documentation to explain any deviations from specifications)

G. Acknowledgement of addenda #1 _____ #2 _____ #3 _____
Date Initials Date Initials Date Initials

H. Geographical area of operations for your firm _____

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

Business _____	Contact: _____	Telephone _____
Business _____	Contact: _____	Telephone _____
Business _____	Contact: _____	Telephone _____

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

Date _____