

GENESEE INTERMEDIATE SCHOOL DISTRICT

BUSINESS SERVICES

2413 WEST MAPLE AVENUE

FLINT, MI 48507-3493

INSTRUCTIONS TO BIDDERS

PROJECT: SES North Technology Equipment RFP

Bids Due by March 15, 2023 at 2:00pm

Pre-bid meeting March 3, 10:00am [Direct Zoom Meeting Link](#) or you can join

manually at <https://zoom.us/join>

Meeting ID: 875 4246 1067

Passcode: 058297

OWNER: Genesee Intermediate School District

Board of Education

Erwin L. Davis Education Center

2413 West Maple Avenue

Flint, MI 48507-3493

PROJECT DESCRIPTION

The Genesee Intermediate School District Board of Education is seeking bids for the purchase of **TECHNOLOGY EQUIPMENT**, as specified in the enclosed document.

PART I

Bids

1. The owner will receive sealed written bids until **March 15, 2023 at 2:00pm**. The bid(s) shall be clearly marked on the outside of the envelope, **SEALED BID FOR GENESEE ISD – SES North Technology Equipment RFP**, and addressed as follows:

CYNTHIA MCCAIN
ASSISTANT SUPERINTENDENT FOR BUSINESS SERVICES
GENESEE INTERMEDIATE SCHOOL DISTRICT
2413 WEST MAPLE AVENUE
FLINT, MI 48507-3493

2. Each bid must be submitted in writing on the attached Genesee Intermediate School District Bid Form (Attachment B). One original and two copies of the bid proposal must be submitted to the address provided below. Bids not submitted on the Bid Form, or bids not signed and/or dated will not be considered and will be determined to be a non-bid. Bids received after **March 15, 2023, at 2:00pm**, or bids submitted by fax or electronic mail, will not be accepted.
3. It is the sole responsibility of each vendor to select a means of bid delivery that will ensure timely delivery to the Genesee Intermediate School District, Erwin L. Davis Education Center, prior to the deadline for receipt of bids. Bids may be hand delivered, by **March 15, 2023 at 2:00pm**, to the following location:

GENESEE INTERMEDIATE SCHOOL DISTRICT
ENTRANCE #1, RECEPTION DESK
2413 WEST MAPLE AVENUE
FLINT, MI 48507-3493

The Genesee Intermediate School District Board of Education, employees of the Board or agents acting on behalf of the District assume no responsibility for bid delivery or bids delivered after the **March 15, 2023 at 2:00pm** deadline.

4. All bids must be completely filled-out and must be signed personally by the bidder, by a partner or by an authorized representative of the company or corporation and shall have the bidder's business address and telephone number included on the bid form.

5. A notarized copy of Public Act 232 of 2004, Familial Relationship Disclosure (Attachment C) must accompany all bids. Bids submitted without the notarized Public Act 232 of 2004, Familial Relationship Disclosure, will be determined to be a non-bid.
6. Each bid shall state the complete and total delivered price to the Genesee Intermediate School District. Price shall include all costs and charges. Please specify the anticipated delivery date in your bid.
7. All labor, equipment and materials provided through these specifications shall be exempt from Michigan Sales and Use Tax.
8. This request for bids does not commit the Genesee Intermediate School District Board of Education to pay any costs or expenses incurred by the vendor for the preparation and submission of a bid, including any bonding requirements and/or any demonstrations that are requested related to the bid. The Board reserves the right to accept or reject any and all bids. The Board reserves the right to split the bid between one or more vendors if it is in the best interest of the District.
9. Bid prices must be valid for ninety (90) days from the date of the bid opening.
10. It is anticipated that representatives from the district will open the bids at **March 15, 2023 at 2:00pm** at the following address: **2413 West Maple Avenue, Flint, MI 48507**.
11. It is further anticipated that a bid award will be made by the Genesee Intermediate School District Board of Education, at one of the regular meetings of the Board. Following the bid award, it is anticipated that the purchase order(s) will be issued to the vendor(s) shortly thereafter.

Instructions & Procedures

12. The Genesee Intermediate School District Board of Education reserves the right to accept any bid, reject any part or all bids or to waive any information in the bids should they deem it to be in the best interest of the District.

Arrangements for delivery shall be made at least 48 hours in advance of the delivery date by contacting Scott Hartman, Technical Services Supervisor, shartman@geneseeisd.org.

13. The Board reserves the right to award the bid after **selected board meeting date**.

14. Any questions regarding the specifications or bid process should be directed, in writing, to the attention of:

CYNTHIA MCCAIN
ASSISTANT SUPERINTENDENT FOR BUSINESS SERVICES
GENESEE INTERMEDIATE SCHOOL DISTRICT
2413 WEST MAPLE AVENUE
FLINT, MI 48507-3493

You may also reach Cynthia McCain, by telephone, at (810) 591-4414.

Part II

Specifications

15. Please refer to the enclosed Attachment A document.

Bid Form

16. Please refer to the enclosed Attachment B document.

Familial Statement

17. Please refer to the enclosed Attachment C document.

Vendor Certification Statement – NOT an ‘Iran Linked Business’

19. Please refer to the enclosed Attachment D document.

School Safety Affidavit

20. Please refer to the enclosed Attachment E document.

Part III

Terms and conditions

1. All vendor(s) are required to adhere to all job site rules and regulations as governed by the Owner(s) when working at any GISD facility.
2. Should any equipment become installed by the Contractor at GISD facilities (server[s] for example), final location and termination of equipment may be subject to minor changes (at no charge to the Owner[s]) in the field to accommodate the Owner(s) needs.
3. The Owner(s) is an Equal Opportunity Employer. Pursuant to the Executive Order 11246, as amended, the vendor is advised that under the provisions of this order, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

Bidding Requirements

4. The State of Michigan has passed a law that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultant, and who will work at or on any School District property, have been fingerprinted, have provided criminal background checks from the State Police and FBI and have not been convicted of any "listed offense".
5. By submission of the bid, the bidder declares and certifies:
 1. That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein.

2. That this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose and is in all respects fair and without collusion or fraud.
6. That no member of the Governing Body (Board of Education, Company Board, etc.) or the Owner(s), nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Owner(s), is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates or in any portion of the profits therein
7. All bid prices shall remain firm for ninety (90) days from the bid opening date. After the award of the contract, all contract prices shall remain in effect for the duration of the project as stipulated in the project. The Owner(s) may add elements to or delete elements from the contract using unit prices provided in the selected vendor's proposal.
8. As part of the base bid, the selected vendor shall provide service in complete compliance with the specifications that have been prepared for this project.
9. The base bid price shall include, but is not limited to, all services, materials, supplies, shipping, applicable taxes, insurance, labor, etc. for the turnkey service.
10. All questions relative to service requirements shall be asked at the pre-bid meeting (please see attachment A for details).
11. The following submittals are required. Absence of any submittals required for the bid proposal may disqualify the bid:

With Bid Proposal

1. Bid Cost Form Attachment B – Attached (hard copies and electronic files on diskette in Excel format – NO EXTERNAL LINKS IN SPREADSHEET OR OTHER FILE FORMATS ARE ACCEPTABLE) – may use multiple sheets in a workbook. A bid cost form will be provided for each Owner (if more than one).
2. Complete bid response
3. Attachments C through E

Upon Award

4. Detailed Timeline/Resources
5. Signed Contract

Upon Completion: See specific section(s) for additional requirements

12. A post-bid meeting and/or questions requiring a written response may be held/directed to the lowest cost compliant bidder(s) for project clarification, bid clarification, technical solutions, etc.
13. The Genesee Intermediate School District reserves the right to accept or reject any part of a bid, the whole bid, or all bids. Any bid not prepared and submitted in accordance with the provisions stated herein, and/or not deemed to be in the best interest of the Owner(s) will be rejected. Proposal information will not be shared with any other vendor until it is deemed "selected" for recommendation to the Owner(s).
14. Parties submitting bids will be notified of action taken as a result of this invitation to bid. Vendors may be asked to make one or more presentation(s).
15. The bidders may be required to fill out affidavits of non-collusion supplied by the Owner(s). The vendor, its employees and representatives, must not make available or discuss any cost information contained in the sealed copy of the proposal to, or with, any employee of all RFP participants from the date of issuance of this RFP until the responses have been publicly opened and announced, unless allowed by GISD, in writing, for the purpose of clarification or evaluation. Any contact with anyone at the GISD may result in the disqualification of the bidder.
16. The bid proposal, the RFP, and any written clarifications accepted by the Owner(s) shall be binding upon the bidder for performance, as a part of contract documents, should that bidder's proposal be accepted.
17. It is the Owner's intent to select a service vendor following submission of bid proposals. However, nature of the proposals, the bid price, and other Owner(s) requirements may alter the timeline for installation and/or requirements in this request.
18. The Owner(s) reserves the right to cancel the RFP and rescind any awards, prior to the start of work, if the work will be delayed more than six (6) months due to circumstances beyond its control. The Owner(s) or its representatives will not be liable for any vendor costs prior to the Owner(s) authorizing the start of work.
19. In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date April 1, 2013, all vendors must certify that they are not an "Iran Linked Business" in order to submit a proposal. The Act prohibits individuals who have economic relations with Iran from submitting bids on request for proposals

with the state or any other public entities. The Act also includes penalty provisions for submittal of false certifications. See Attachment D.

Contract, Delivery and Payment

20. The Genesee Intermediate School District is exempt from Michigan Sales and Use Taxes. Tax exemption information will be provided in the contract signed with the awarded vendor. The vendor shall independently determine if it will be subject to sales and use taxes on components purchased to complete the project. The Owner will not pay any sales or use taxes on the complete project and / or any sales or use taxes required of the vendor for components used to complete the work.
21. The vendor agrees (to the fullest extent permitted by law) to release, discharge, defend, indemnify, and hold harmless the Owner(s) from past, pending, or future litigation associated with this project.
22. The vendor and manufacturer confirm that they either hold patents, copyrights, or have permission to sell, distribute, and install the product (equipment, software, etc.) as configured for this project. Furthermore, the vendor has secured authorization and grants a limited license to the Owner(s) for normal use and configuration of all system software for a duration of not shorter than the product's life. The Owner(s) agrees not to sell or allow third parties to duplicate proprietary software for the purpose of distribution or resale.
23. The respondent to this RFP shall be totally responsible for any and all costs of patents, copyrights, and other intellectual property necessary for the use of the equipment and software offered to the Owner. Any cost included in the respondent's proposal specifically payable to a third party(ies) for any patent, copyright, or intellectual property shall be itemized and "unit" priced. Should any patent, copyright, or intellectual property become subject to future payments to a third party for the continued use of the equipment and software, the respondent shall hold the Owner harmless from payment for any infringement of any disclosed or undisclosed patent, copyright, or intellectual property fee for the useful life of the equipment and software. Such useful life shall be clearly stated in the respondent's proposal. If, at any time in the future, the respondent or related third party(ies) does offer indemnification to any customer, the Owner too would be eligible for a new contract (without price or service changes) that offers them the same protection.
24. The manufacturer and installing vendor agree to hold harmless and protect the Owner from all existing or pending lawsuits arising from copyright infringements or patent

violations per local, state, or national laws. In the event a manufacturer or installer violation occurs, the manufacturer and installing vendor will refund one hundred percent (100%) of the monies paid. Absence of doing so will warrant termination of the contract and cause issuance of a claim against the Performance, Labor and Materials Bond.

Protection of persons and property

25. Provider-supplied materials used or brought on site shall be asbestos-free and lead-free. Asbestos-free and lead-free are defined as materials that contain zero percent (0%) asbestos or lead. All contractors are to submit to the Owner(s) proof that their materials are free of asbestos and lead.
26. All work performed by the vendor shall meet and / or exceed all federal, state, and local regulations.
27. The provider shall comply with all applicable provisions of the Occupational Safety and Health Act (OSHA) throughout the duration of the specified work. Any work performed or materials brought on site that do not comply with OSHA shall be corrected by the vendor with no cost or responsibility incurred by the Owner(s).
28. Under no circumstance is any representative of the vendor to disturb any asbestos-containing material. All vendors are advised, as may be required by the federal Asbestos Hazard Emergency Response Act (AHERA) or otherwise, that Owner(s) buildings may have asbestos-containing materials present. All areas testing positive for asbestos are documented in booklets located on site.
29. All thermal insulation such as pipe wrap, especially joints, does or should be assumed to contain asbestos. Contractors are cautioned not to attempt removal of these materials for any reason without first notifying, in writing, the Owner(s).
30. The vendor shall indemnify the Owner(s), its officers, employees and agents against liability, including costs of actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of performance of this agreement.