OAK PARK SCHOOL DISTRICT

REQUEST FOR PROPOSAL

Curriculum Materials

Due Date: Monday, August 21, 2023 at 3:00 pm

Issued By:

Oak Park Schools
Business & Finance
13900 Granzon St.
Oak Park Schools, MI 48237
TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION .............................................................. 3
SECTION II: SCOPE OF SERVICES ..................................................................... 9
SECTION III: MINIMUM INFORMATION REQUIRED ....................................... 11
SECTION IV: ATTACHMENTS ............................................................................ 17
SECTION I - GENERAL INFORMATION

A. OBJECTIVE (Resources Needed)
The purpose of this Request for Proposal (RFP) is to select a vendor that has proven expertise in the following academic areas:

- A comprehensive K-5 Mathematics curriculum: An interactive mathematics program that provides a balanced approach to teaching numeracy, operations, geometry, spatial sense, patterning, and measurement.

- A K-12 interactive online learning platform designed to drive K-12 student achievement for academic, college, and career success. The platform will include, courses to address a myriad of educational needs including original credit, credit recovery, diagnostic assessments, and online academic intervention supports.

We are seeking core academic K-12, student centered, evidence-based teaching & learning resources from a vendor that can provide the referenced support by offering tangible resources for students, teachers and building leaders. Tangible resources may include but not limited to training sessions for instructors, online platforms, homework assistance, workbooks, leveled readers, physical textbooks, student edition workbooks, science manipulatives for labs and course work.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED DISTRICT CONTACTS
All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before August 17, 2023 at 1:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Cassandra Baptiste, Assistant Superintendent of Teaching and Learning at cassandra.baptiste@OPSK12.org.

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

C. PRE-PROPOSAL MEETING
No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.
D. PROPOSAL FORMAT
To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror’s ability to meet the requirements of the RFP. No erasures are permitted.

E. SELECTION CRITERIA
Responses to this RFP will be evaluated using a point system as shown in Section III.

After initial evaluation during the bid opening, Oak Park Schools will determine the top proposal. The District will choose the proposal that meets RFP requirements and respond to the selected company’s bid.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION
All proposals are due and must be delivered to the District on or before, August 21, 2023 at 3:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope
- one (1) original proposal
- two (2) additional proposal copies
- one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format

Each respondent must submit in a single separate sealed envelope marked Fee Proposal
- two (2) copies of the fee proposal

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted should be clearly marked: “2023 Curriculum Pilot” and list the offeror’s name and address.
Proposals must be addressed and delivered to:

Oak Park Schools  
Attn: Cassandra Baptiste  
13700 Granzon Road 
Oak Park, MI 48237

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off at the Oak Park Administration Building Monday through Friday from 8:00 am to 4:30 pm (except holidays). The District will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the District.

A proposal may be disqualified if the following required forms are not included with the proposal:

- Attachment A - Non-Discrimination Declaration of Compliance
- Attachment B - Vendor Conflict of Interest Disclosure Form

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments A & B) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the District is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.
H. TYPE OF CONTRACT
A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the District are required to review this sample agreement carefully. The District will not entertain changes to its Professional Services Agreement.

The District reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the District's sole judgment, the best interests of the District will be served.

This RFP and the selected offeror’s response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. CONFLICT OF INTEREST DISCLOSURE
The Oak Park Schools Purchasing Policy requires that the bidder complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Curriculum Department has reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the District Chief Financial Officer after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the District. A copy of the Conflict of Interest Disclosure Form is attached.

J. COST LIABILITY
The Oak Park Schools assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a Professional Services Agreement. The liability of the District is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offer or agree to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

K. PROPOSAL PROTEST
All proposal protests must be in writing and filed with the Assistant Superintendent of Teaching and Learning within five (5) business days of the award action. The offeror must clearly state the reasons for the protest. The protest shall be reviewed by the Assistant Superintendent of Teaching and Learning or designee, whose decision shall be final.

L. SCHEDULE
The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.
The following is the schedule for this RFP process.

<table>
<thead>
<tr>
<th>Activity/Event</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Question Deadline</td>
<td>August 17, 2023 @ 1:00 p.m.</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>August 21, 2023 @ 3:00 p.m. (Local Time)</td>
</tr>
<tr>
<td>Selection/Bid Opening</td>
<td>August 21, 2023 @ 3:00 p.m.</td>
</tr>
</tbody>
</table>

M. IRS FORM W-9
The selected offeror will be required to provide the Oak Park Schools an IRS form W-9.

N. RESERVATION OF RIGHTS
1. The District reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The District reserves the right to waive, or not waive, informalities or irregularities in any proposal if determined by the District to be in its best interest.
3. The District reserves the right to request additional information from any or all offerors.
4. The District reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The District reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The District reserves the right to select one or more consultants to perform services.
7. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The District reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

SECTION II - SCOPE OF SERVICES

A. Objective
The Oak Park Schools, is requesting proposals from a provider of evidenced based core curriculum resources:

The term of the contract will be through June 30, 2024 with one (1) two-year optional extension available at the District’s discretion. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract in the event professional development is offered to support resources.
B. Contract Implementation
The District does not guarantee either a minimum or specific volume of work under this Contract. The estimated budget for services is $78,400 per fiscal year. The contract amount is subject to the availability of funds and approval of annual budgets.

The District reserves the right to use other vendors for this work if the District deems it necessary. Special academic projects may be bid separately as determined by the District.

Timely invoicing must include work order information and materials list.

Back-up documentation for material and equipment costs shall be provided for all purchases.

C. Requirements
1. Ability to work effectively with the District’s Curriculum Department with respect to any of the academic services required by the District.
2. Ability to work effectively with other District units and regulatory agencies.
3. The ability to provide on-site support and services as needed by the district to ensure the successful implementation of the academic resources and training purchased by the company.
4. The ability to function as an academic support within the classroom setting at Oak Park Schools. The resources provided by the vendor will be utilized within a classroom setting by available staff under the direction of The Office of Teaching and Learning.
5. Ability to provide timely, accurate invoices with the work order level information and materials list attached.
6. It is the responsibility of the vendor to provide an up-to-date list of names and contact numbers of staff who will provide direct services to the district. The District will contact the vendor by phone as services are needed.

D. General Safety Requirements
The Vendor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all Oak Park Schools safety policies. The vendor shall supply all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the District along with a plan to correct the violation if applicable.
Upon the failure of the vendor to comply with any of these requirements, the District's Representative shall have the authority to stop any and all operations of the vendor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies used for projects under this contract with The Oak Park Schools must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

A. Professional Qualifications
B. Past Involvement with Similar Projects
C. Fee Proposal (include in a separate sealed envelope clearly marked “Fee Proposal”)
D. Authorized Negotiator
E. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 30 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element 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 whether it is licensed to operate in the State of Michigan.

2. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

3. Respondent shall provide proof of capability to respond to an emergency service call within the time identified in the Fee Proposal Form after notification by a service need, including weekends and holidays.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area, including any direct involvement with The Oak Park Schools’ existing academic offerings within the last 5 years that indicates a proven ability of the company and
key personnel in implementing similar projects. The proposal should also indicate the ability to have projects completed and products delivered within the budgeted amounts. Provide a summary of at least six (6) projects completed within the last three (3) years that includes the project description, construction cost, and owner contact information. All proposers are to base their responses on projects that reflect the size, complexity, and services required under this RFP.

Customer Manager: Person who will be responsible for being the main contact person and responsible for the management of this Contract.

Provide a table with a list of supplies available for use on District project tasks. The list shall include a description of the type of supplies and size, if relevant. The supplies list shall include only supplies owned by the Offeror.

C. Fee Proposal - 40 points

The respondent should use the Fee Proposal Form provided at the end of Section III of this RFP. Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. The Fee Proposal Form must be completed and any additional fee information shall be appended.

Scoring for the Fee Proposal will be based on the hourly rates identified for the requested categories. The hourly rates may be adjusted after negotiations with the District and prior to signing a formal contract, if justified. A sample of the required District/Contractor agreement form is included as Appendix A herein.

D. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the District.

E. Attachments

Legal Status of Offeror, Prevailing Wage Declaration of Compliance, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A and B) to select a short-list of firms for further consideration. The District reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The selection committee will then evaluate the fee proposals of the firms selected for the short-list. The short-list firms will be re-evaluated by the above-described criteria and point system (A through C) to select the final list of firms for interviews if necessary. A firm selected for the short-list does not guarantee the proposing firm will be a candidate for the final list or receive an interview. The interview must include the project team members expected to complete a majority of work on the project, but no more than three members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the customer manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

3. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the District Council, if suitable proposals are received.

The District reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The District will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

**PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

*Provide proposal pricing on organizational letterhead in quotation forms.*
ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or The Oak Park Schools web site www.A2gov.org for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The District will not be bound by oral responses to inquiries or written responses other than official written addenda.

The undersigned hereby declares that he/she has carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative’s Name:__________________________________________________________

Signature:______________________________ Date:__________
SECTION IV - ATTACHMENTS

Attachment A – Prevailing Wage Declaration of Compliance Form
Attachment B - Legal Status of Offeror
Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form
Attachment D – Living Wage Declaration of Compliance Form
Attachment E – Vendor Conflict of Interest Disclosure Form
Attachment F – Non-Discrimination Ordinance Poster
OAK PARK SCHOOLS
PREVAILING WAGE DECLARATION OF COMPLIANCE

The “wage and employment requirements” of Section 1:320 of Chapter 14 of Title I of the Oak Park Schools District Code mandates that the District not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the District unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Oak Park Schools area compiled by the United States Department of Labor. Where the contract and the Oak Park Schools District Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of The Oak Park Schools, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of The Oak Park Schools.

At the request of the District, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

(a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the District,

(b) To require each subcontractor performing work covered or funded by this contract with the District to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.

(c) To provide to the District payroll records or other documentation within ten (10) business days from the receipt of a request by the District.

(d) To permit access to work sites to District representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Oak Park Schools District Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Oak Park Schools District Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Oak Park Schools District Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the District.

Company Name:  

Signature of Authorized Representative:  

Print Name and Title:  

Address, District, State, Zip:  

Phone:  

Email:  

Date:  
The Respondent is:

• A corporation organized and doing business under the laws of the state of ____________, for whom ____________ bearing the office title of ____________, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

  *If not incorporated in Michigan, please attach the corporation’s Certificate of Authority

• A limited liability company doing business under the laws of the State of ____________, whom _______________ bearing the title of _____________________ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

• A partnership organized under the laws of the State of ____________ and filed with the County of ____________, whose members are (attach list including street and mailing address for each.)

• An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

__________________________________________________________ Date: ____________.

Signature

(Print) Name_________________________ Title_________________________

Firm: ________________________________

Address: ________________________________

Contact Phone ______________ Fax ______________

Email ____________________________
The "nondiscrimination by District contractors" provision of The Oak Park Schools Non-Discrimination Ordinance (Oak Park Schools District Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the District to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any District employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for District work or programs.

In addition, the District Non-Discrimination Ordinance requires that all contractors proposing to do business with The Oak Park Schools must satisfy the contract compliance administrative policy adopted by the District Administrator. A copy of that policy may be obtained from the Purchasing Manager.

The Contractor agrees:

(a) To comply with the terms of The Oak Park Schools' Non-Discrimination Ordinance and contract compliance administrative policy.

(b) To post The Oak Park Schools' Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the District.

(c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.

(d) To permit access to employees and work sites to District representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.
The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Oak Park Schools Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name:  

Signature of Authorized Representative:  

Print Name and Title:  

Address, District, State, Zip:  

Phone:  

Email:  

Date:  
ATTACHMENT D OAK PARK SCHOOLS

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Oak Park Schools Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the District for a value greater than $10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the District for a value greater than $10,000, or (c) a recipient of financial assistance awarded by the District for a value greater than $10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

The Contractor or Grantee agrees:

(e) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the District, no less than the Living Wage. The current Living Wage is defined as $14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than $16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

[ ] Employees who are assigned to any covered District contract/grant will be paid at or above the applicable living wage without health benefits

[ ] Employees who are assigned to any covered District contract/grant will be paid at or above the applicable living wage with health benefits

(f) To post a notice approved by the District regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

(g) To provide to the District payroll records or other documentation within ten (10) business days from the receipt of a request by the District.

(h) To permit access to work sites to District representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

(i) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name
Street Address

Signature of Authorized Representative Date District, State, Zip

Print Name and Title Phone/Email address

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [ ] No. of employees

[ ]

[ ]
All vendors interested in conducting business with The Oak Park Schools must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with The Oak Park Schools’ conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with an Oak Park Schools official or employee, an immediate family member of an Oak Park Schools official or employee, the vendor shall disclose the information required below.

1. No employee or District employee’s immediate family member has an ownership interest in the vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated employee who has been retired or separated from the District for less than one (1) year has an ownership interest in the vendor’s Company.
3. No District employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any District employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<table>
<thead>
<tr>
<th>Conflict of Interest Disclosure*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Oak Park Schools employees, elected officials or immediate family members with whom there may be a potential conflict of interest.</td>
</tr>
<tr>
<td>( ) Interest in vendor’s company</td>
</tr>
<tr>
<td>( ) Other (please describe in box below)</td>
</tr>
</tbody>
</table>

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the District, vendors will be exempt from doing business with the District.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:

<table>
<thead>
<tr>
<th>Signature of Vendor Authorized Representative</th>
<th>Date</th>
<th>Printed Name of Vendor Authorized Representative</th>
</tr>
</thead>
</table>
I. **INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the District, and is not granted any authority to assume or create any obligation or liability on the District’s behalf, or to bind the District in any way.

II. **COMPENSATION OF CONTRACTOR**

A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the District may verify invoices submitted by the Contractor. Such records shall be made available to the District upon request and submitted in summary form with each invoice.

III. **INSURANCE/INDEMNIFICATION**

A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the District from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the District documentation satisfactory to the District, through District-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender’s list so that it will receive necessary communication from myCOI. When requested, the Contractor shall provide the same documentation for its subcontractor(s) (if any).
B. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the District, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney’s fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the District’s negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

IV. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Oak Park Schools District Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

V. WARRANTIES BY THE CONTRACTOR

A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.

C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.

D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

E. The Contractor warrants that it is not, and shall not become overdue or in default to the District for any contract, debt, or any other obligation to the District including real and personal property taxes. Further Contractor agrees that the District shall have the right to set off any such debt against compensation awarded for Services under this Agreement.

F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any
matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the District harmless for any costs or consequences of the absence of actual authority to sign.

VI. OBLIGATIONS OF THE DISTRICT

A. The District agrees to give the Contractor access to the Project area and other District-owned properties as required to perform the necessary Services under this Agreement if applicable.

B. The District shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice if applicable.

VII. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the District. Notwithstanding any consent by the District to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the District.

B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

VIII. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

B. The District may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

C. The Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the District to effect continued payment under this Agreement are not appropriated or otherwise made available, the District shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall
give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

IX. REMEDIES

A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

X. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent the next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:
If Notice is sent to the DISTRICT, it shall be addressed and sent to:

Oak Park Schools
Attn: Business & Finance Department
Edwina Hill, Chief Finance Office
13900 Granzon St.
Oak Park, MI 48237

XI. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement.

XII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the District. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the District without restriction or limitation on their use. The District acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the District shall have a recognized proprietary interest in the work product of the Contractor.

XIII. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the District if Contractor has been or is retained to handle any matter in which its representation is adverse to the District. The District’s prospective consent to the Contractor’s representation of a client in matters adverse to the District, as identified above, will not apply in any instance where, as the result of Contractor’s representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the District. Each matter will be reviewed on a case by case basis.
XIV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XV. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the District and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party’s invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party’s failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by a written amendment signed by the Contractor and the District. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XVI. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XVII. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]