

**REQUEST FOR PROPOSALS
FOR
TECHNOLOGY DESIGNER SERVICES
FOR
NOVEMBER 2018 BOND PROGRAM**

**GROSSE POINTE PUBLIC SCHOOL SYSTEM
Attention: Ms. Lisa Abbey,
Deputy Superintendent for Business and Operations
389 St. Clair
Grosse Pointe, Michigan 48230**

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I. OVERVIEW

1.1. PURPOSE

Grosse Pointe Public School System (the “School District” or “GPPSS”) was successful in passing its Bond Proposition for 2018 School Building and Site Bonds (“Bond”) and is seeking proposals from professional Technology Designers for the purpose of assisting the School District with designing and implementing its Bond Program. The purpose of this Request For Proposals For Technology Designer Services (the “RFP”) is to establish a contractual relationship with an experienced and qualified entity to provide the Technology Designer Services requested herein to the School District in the most efficient and cost-effective manner possible, as well as establish, subject to the terms and conditions of the Contract, a mutually beneficial relationship with an experienced professional entity under which the Technology Designer Services will be performed. The School District may select one or more experienced and qualified entity(ies) to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide effective Technology Designer Services for the School District within the scope of this RFP. Past experience will also be judged through the references of each entity. Staffing and experience with other public school districts shall be included in the entity’s qualifications. A major portion of the negotiations will include the financial terms of the Contract. All entities submitting a Proposal should be prepared to make a presentation to a committee of the School District, not to be more than thirty (30) minutes in length. Each Proposal must detail the Technology Designer’s experience and expertise in order to allow the School District to properly and promptly evaluate each Proposal, and the failure to do so may cause the School District to reject said Proposal. The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole and absolute discretion. The School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the entities submitting Proposals.

1.2. SCHOOL DISTRICT PROFILE

The School District is located in Wayne County, Michigan. The School District’s Bond issue is for \$111,040,000.00 with approximately \$18,500,000.00 of the total allocated for technology spending (“Cost of the Work”). Non-technology spending will consist of remodeling 16 existing school district buildings including items such as roofs, parking lots, climate control systems, energy conservation systems and secured vestibules. Technology spending will include items listed in Attachment B. GPPSS has determined to engage qualified Designers for the following projects:

- Instructional technology
- Network cabling
- Network wireless and switched
- Telephone system
- Public address system
- Fiber/WAN
- Door Access Control
- Video Surveillance

1.3. **SELECTION TIMELINE**

NOTE: Throughout the remainder of this RFP, a prospective Technology Designer Services entity is referred to as the “Designer.”

The School District’s **anticipated timeline** for its selection process is:

Issuance of this RFP	January 10, 2019
Pre-Bid Meeting	3:00 p.m., January 14, 2019
Deadline for Written Requests for Clarifications	2:00 p.m., January 16, 2019
DUE DATE FOR PROPOSALS	2:00 p.m., January 24, 2019
Designer Interviews	Week of January 27, 2019
School District’s Award of the Contract, if any	February, 2019
Commencement of Services	March, 2019
Completion of Services	December, 2023

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

1.4 **PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

The Due Date for receipt of Proposals is:

January 24, 2019 at 2:00 p.m. local time (the “Due Date”)

1.4.1 Proposal Envelope: The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
GROSSE POINTE PUBLIC SCHOOL SYSTEM
TECHNOLOGY DESIGNER SERVICES
[Designer’s Name]
[Designer’s Address]
[Designer’s Telephone Number]

The envelope must also be addressed and delivered as follows:

GROSSE POINTE PUBLIC SCHOOL SYSTEM
Attention: Lisa Abbey,
Deputy Superintendent for Business and Operations
389 St. Clair
Grosse Pointe, Michigan 48230

1.4.2 Late Proposals: Each Designer is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date may not be accepted or considered. The School District is not liable for any delivery or postal delays.

- 1.4.3 Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Designer for pick-up, at their sole cost and expense for a period of two (2) weeks.
- 1.4.4 Signed Original Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Designer's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 1.4.5 Copies of Proposal:** The Designer shall also submit with the signed original Proposal, three (3) complete copies of the signed original Proposal and one (1) copy on a flash drive.
- 1.4.6 Pre-Bid Meeting:** A non-mandatory Pre-Bid meeting will be held at 3:00 p.m. at the GPPSS Administration Building located at 389 St. Clair, Grosse Pointe, MI 48230.
- 1.4.7 E-Mail Clarifications:** The School District intends to communicate with Designers via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include e-mail.
- 1.4.8 Additional Requests For Clarification:** Prospective Designers may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within three (3) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **2:00 p.m. on January 16, 2019.** Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Grosse Pointe Public School System's Owner's Representative, Robert Stempien, AIA, Plante Moran Cresa, robert.stempien@plantemoran.com (Subject Line: Technology Designer RFP Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District's website. It is each Designer's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.
- 1.4.9 Restrictions On Communication:** From the issue date of this RFP until a Designer is selected and the selection announced, a prospective Designer shall not communicate about the subject of this RFP or a Designer's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Owner's Representative, Architect or Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 1.4.8 above, or as otherwise required by applicable law.
- 1.4.10 Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that submitted an Intent To Respond. All addenda will be issued through the School

District's website and all addenda shall become a part of this RFP. Each Designer must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Designer to receive, or acknowledge receipt of, any addendum shall not relieve the Designer of the responsibility for complying with the terms thereof.

- 1.4.11 RFP/Proposal Information Controlling:** The School District intends that all Designers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Designer shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 1.4.12 Finality of Decision:** Any decision made by the School District, including the Designer selection, shall be final.
- 1.4.13 Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Designer(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Designers. The School District reserves the right to negotiate with the Designers concerning their Proposals. The School District reserves the right to select one or more Designers to perform the Services on behalf of the School District. In the event Designer's Proposal is accepted by the School District and Designer asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another Designer.
- 1.4.14 Release of Claims:** Each Designer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Designer.
- 1.4.15 Designer Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 1.4.16 Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.
- 1.4.17 Collusive Bidding:** The Designer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.5. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Designer and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 1.4, 4.2, 5.1 and 5.2 of this RFP for additional Proposal requirements. Proposals must: (i) demonstrate an understanding of the scope of Technology Design Services requested under this RFP and the Contract; (ii) demonstrate the ability to accomplish the Technology Designer Services (as defined below) set forth in this RFP and the Contract (as described below and in Section III of this RFP); and (iii) include all necessary information to enable the School District to thoroughly evaluate each Designer's overall experience, expertise, qualifications and ability to deliver the Technology Designer Services in accordance with the requirements and obligations of this RFP and the Contract. Each Proposal shall also include any other information or explanations that the Designer feels is/are significant with respect to the School District making an informed decision relative to its Proposal.

Attached to this RFP is a form of Contract under which the Technology Designer Services (also referred to herein as the "Services") requested under this RFP shall be provided by the successful Designer (the "Contract" and referred to throughout the Contract as the "Agreement") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Services requested by the School District, the terms and conditions under which the Services shall be provided by the Designer, and should be reviewed carefully by each Designer prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Designer MUST be specifically enumerated by the Designer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Designer's opinion, are not applicable to, the Designer. The Designer shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Designer's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the manner required on the Proposal Forms provided as part of this RFP.

Each Proposal must include, at a minimum, the following:

- 1.5.1** A cover letter with background information regarding the Designer, which will serve as an introduction of the Designer, on business letterhead.
- 1.5.2** Background and qualifications of the personnel who will be involved in carrying out the Services required under this RFP and the Contract. Describe the chain of command and reporting relationships. Include a proposed organization chart to demonstrate how the Designer personnel will carry out the required Services. The School District desires a Designer with the following minimum qualifications:

- .1 Have been in business for at least the last five (5) consecutive years providing Technology Designer Services for Michigan public school technology/construction projects, with familiarity with applicable laws, bonds, codes, safety, environmental requirements, etc.
 - .2 Be familiar with and have experience in the Educational sector including having at least five (5) educational clients within the last five (5) years.
 - .3 Have completed technology design projects of at least \$3,000,000.00 for at least five (5) Educational clients within the last ten (10) years.
- 1.5.3** A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Designer, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Designer's opinion are not applicable to, the Designer.
- 1.5.4** References – Each Proposal must include detailed evidence that the Designer has provided or is currently providing technology designer services for at least five (5) other K-12 public school districts or educational institutions. The Designer must provide this information, including contact names, addresses, phone numbers and type and scope of services provided. This should include school districts of similar size and scope as the School District and located in the State of Michigan.
- 1.5.5** Evidence of the Designer's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Designer and the School District.
- 1.5.6** Documentation of sufficient financial resources and capacity to provide the Services and carry out the Designer's requirements and obligations under this RFP and the Contract.
- 1.5.7** Demonstrate that the Designer understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq.*), and any rules and regulations promulgated thereunder.
- 1.5.8** Describe any other resources to be provided by the Designer, not listed above, which would demonstrate or enhance the Designer's ability to carry out the Services required under this RFP and the Contract.
- 1.5.9** If the Designer does not exclusively provide Technology Designer Services, the Designer should identify the percentage of its business devoted to exclusively Technology Designer Services over the past five (5) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.
- 1.5.10** The Designer shall identify any software or other management systems in place to account for all direct and indirect program costs, to keep and maintain the Project schedule, and to maintain all key Project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, Project manual, Specifications, etc.).

- 1.5.11** The Designer shall describe its method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the Project.
- 1.5.12** The Designer shall list any instances in which it was terminated for cause or for convenience prior to completion of a project, along with an explanation of same.
- 1.5.13** The Designer shall describe its method of on-site inspection that it will use for the Project, including how it will ensure a same-day response if the School District needs on-site advice.
- 1.5.14** A signed letter setting forth the Designer's agreement to be bound by the terms and conditions of this RFP and the Contract.
- 1.5.15** A completed Proposal Pricing Form provided as **ATTACHMENT D**.
- 1.5.16** A completed Familial Disclosure Affidavit provided as **ATTACHMENT E**.
- 1.5.17** A completed Iran Linked Business Affidavit provided as **ATTACHMENT F**.

1.6. ORAL INTERVIEWS

The School District may require selected Designers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Designer's Proposal. In that case, the School District will notify the Designer's contact name as listed in its Proposal. In accordance with the RFP selection timeline, it is anticipated that interviews will be scheduled during the **week of January 27, 2019**.

1.7. SCOPE OF SERVICES

Each Designer should understand that it is the intent of this RFP that the Technology Designer Services shall be performed in accordance with this RFP and the Contract. The selected Designer's firm will be ineligible to bid on any and all request for proposals prepared by the Designer or the School District relative to the 2018 Program.

1.7.1 As indicated, the purpose of this RFP is to obtain quotations from qualified entities to assist the School District with designing and implementing the Bond Program identified in the School District's Specifications attached hereto as **ATTACHMENT A** (the "System"). Generally, "Technology Designer Services" includes, but are not be limited to, the following:

- 1.7.1.1** Create a Technology Design in accordance with the School District's Specifications attached hereto as **ATTACHMENT A**. This design must include an itemized listing of hardware, software, and infrastructure along with an estimated cost for all of these items.
- 1.7.1.2** The Designer shall review and analyze the needs of the School District to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the School District and shall commit its understanding of the requirements to writing and shall submit a copy to the School District for approval before proceeding with drafting the preliminary designs. Once this writing is approved by the School District, it shall become the "Program of Services." Based upon this program of

services, the Designer shall provide to the School District a preliminary design and a Project schedule. Additionally, the Designer shall review with the School District alternative approaches to design and implementation of the Project as per the agreed upon program of services. Finally, based on the mutually agreed upon program of services, schedule, budget requirements, and preliminary design, the Designer shall prepare, for approval by the School District, detailed design documents consisting of drawings and specifications setting forth in detail the requirements for the Project. These documents shall include a detailed description of the proper operating environment (i.e., required electrical, air conditioning, lighting, furniture, etc.) for all equipment which is to be installed as part of the Project.

- 1.7.1.3** The Designer shall provide the services of professionals qualified by training and experience in their respective fields as needed to address the requirements of the Project. The design documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations and School District policies and procedures. The Designer shall warrant that all such documents shall, when properly implemented, yield a completed Project which conforms to the program of services and the expectations of the School District. Following the approval of the detailed design documents by the School District, the Designer shall assist the School District in obtaining bids for the various Program and assist School District in awarding and preparing contracts for construction and/or implementation.
- 1.7.1.4** The Designer will reduce the design to a set of bid specifications and assist the School District in selecting vendors. The Designer will draft a request for proposal for the System for the School District's review and approval, send out the request for proposals, evaluate the proposals with the School District and secure contracts with the successful vendors. The Designer will oversee the installation of the System, develop and implement an acceptance testing procedure for the System and certify to the School District that the System is performing in accordance with the Designer's design specifications. The Designer will certify payment to the vendors. The Designer will guarantee and be responsible for the implementation and integration of all the areas of technology so that a totally integrated System of technology will be delivered as a final solution.
- 1.7.1.5** The Designer shall be required to administer all contracts with vendors on behalf of the School District. This responsibility shall commence with the award of each vendor contract and shall terminate when all Systems are installed, integrated, and operating properly to the satisfaction of, and accepted by, the School District. To this end, the Designer shall monitor all work in progress by vendors and keep the School District informed of the progress and the quality of the work and shall guard the School District against defects and deficiencies in the work and the vendors failure to carry out the work in accordance with the design documents prepared by the

Designer and approved by the School District. The Designer shall develop an acceptance testing procedure which integrates all work being performed by all vendors, to the satisfaction of the School District, which shall insure that all work which is properly implemented shall be in accordance with the design documents and the School District's expectations of the System to be delivered by the design documents.

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

1.7.2 The Designer will be ineligible to bid on any equipment needed to implement the approved System. The Designer represents and warrants that it is an entity independent from any and all vendor(s) eligible to bid on any of the request for proposals prepared by the Designer in connection with the System herein. The Designer further represents and warrants that it will receive no consideration, commission or remuneration of any kind from any vendor bidding on any contract herein.

1.7.3 The design should utilize existing School District equipment, where appropriate, in the most cost efficient manner.

In addition to these general specifications, the scope of the Technology Designer Services and other obligations of the Designer are set forth in the remainder of this RFP, the Services described in **ATTACHMENT B**, as well as the other Attachments to this RFP which are all incorporated herein by reference, and the Contract (as described in Section III of this RFP). These specifications should, therefore, be referred to as a minimum guide for, rather than a limitation to, the Designer's Services.

1.8. INDEPENDENT CONTRACTUAL RELATIONSHIP

It must be understood that this RFP provides for the selection of a professional entity(ies) to provide the Services for the School District on an independent contractor basis. However, as noted in the Contract, the School District may maintain a liaison to facilitate administration of the Contract and communication between the Designer and the School District.

II. SCHOOL DISTRICT BOND PROGRAM INFORMATION

This information is provided to assist the Designer in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract (as described in Section 3.1 below) nor a careful review of the Contract by the Designer. The following information and attachments to this RFP are a summary of the School

District's projected scope of Bond Program and are provided so that the Designer can sufficiently and effectively evaluate the School District in submitting its Proposal.

2.1. SCHOOL DISTRICT FACILITIES INFORMATION

The School District operates sixteen (16) Facilities. Included in ATTACHMENT A is a list of the School District's Facilities.

2.2. PROJECTED BOND PROGRAM

Also included in ATTACHMENT A, which is attached hereto and incorporated by reference, are the proposed Bond Program the School District intends to undertake for the Facilities. The School District's Facilities are used daily for both educational and extra-curricular activities. The Facilities are also used for various after-school and weekend activities. The Designer shall coordinate with the School District and perform the Services in manner that does not interfere with the School District's operations or educational activities.

2.3. REQUIRED DUTIES OF DESIGNER

The Designer must perform the Services in accordance with the terms and conditions of this RFP, ATTACHMENT B, and the Contract. In addition to the specifications set forth in this RFP a detailed list of the Services required of the Designer are set forth in the attached form of Contract.

2.4. SCHOOL DISTRICT BOARD OF EDUCATION POLICIES

The School District's Board of Education has adopted various policies and procedures applicable to the usage of the School District's Facilities. The Designer will be required to abide by and comply with all applicable School District Board of Education policies and procedures, which can be found on the School District's website: www.gpschools.org.

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Designer shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as ATTACHMENT C. The Contract contains many details relative to the Services required under this RFP, as well as the terms and conditions under which the Services shall be provided by the successful Designer. The Contract should be reviewed carefully by each Designer prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Designer relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Designer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Designer's opinion are not applicable to, the Designer, provided however, that exceptions or special conditions of the Designer will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Designer by the School District, the Contract will be finalized by

the parties. The final Contract shall be subject to the review and approval by the School District's legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Services. This information is provided to assist the Designer in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Designer.

IV. PRICING QUOTES

4.1. COST INDEXING

The Designer's fees for all Services described in this RFP **MUST** be fixed in accordance with the terms and conditions of the Contract and **ATTACHMENT D**.

4.2. PRICING

Pricing is to reflect an award by the School District of Services contemplated in, and in accordance with, the terms and conditions of the RFP and the Contract.

4.2.1 The School District is seeking Proposals that include the costs and pricing quotes that is based on a percentage of the Cost the Work based upon anticipated technology spending for the Services, but ultimately will be converted to a lump sum fixed fee.

4.2.2 Include all costs and Reimbursable Expenses, insurance, etc., except for the costs of a performance bond.

V. PROPOSAL

5.1. PROPOSAL FORMS

Each Designer shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT D**, along with any other information required by this RFP or deemed necessary and appropriate by the Designer for evaluation of its Proposal.

5.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 1.5 above, please attach copies of the following documents to your Proposal:

5.2.1 Letter of Introduction of Designer and Designer's Background and Qualifications.

5.2.2 A detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Designer, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Designer.

5.2.3 List of K-12 school districts previously serviced by or currently being serviced by Designer.

5.2.4 List of at least five (5) Designer's References, preferably Michigan K-12 school districts.

5.2.5 Designer's Verification of addenda to the RFP, if any.

5.2.6 Designer's Insurance Certificate(s).

- 5.2.7** Designer's List of any and all Litigation or Regulatory Proceedings.
- 5.2.8** Designer's proposed Project Schedule.
- 5.2.9** Familial Disclosure Affidavit.
- 5.2.10** Iran Linked Business Affidavit.

ATTACHMENT A

LIST OF SCHOOL DISTRICT FACILITIES AND PROGRAM

ATTACHMENT A
GPPSS TECHNOLOGY SCOPE BY BUILDING

Grosse Pointe Public School System intends to retain the services of a Technology Designer to refine the Program of Service, develop conceptual and detailed designs, develop Requests for Proposals, manage the proposal process, evaluate proposals including due diligence and recommend the finalist solution for each of the technologies identified in this Attachment A. Designer services include Planning, Design and Evaluation of proposals for the technology and technology infrastructure portion of the Bond. The successful designer shall be responsible for working with the Owner's legal counsel in preparing contract documentation for each project.

As depicted in the preliminary budget below, approximately \$18.5 million has been set aside for technology including network infrastructure. This Bond will have two series and projects shall begin in March, 2019 with planning activities and extend through 2023. Please be aware that the technologies may change during the planning process although the total budget for technology is not anticipated to change. Your fees must accommodate changes in technologies without change orders for additional services.

Elementary Schools

	Defer ES	Ferry ES	Kerby ES	Maire ES	Mason ES	Monteith ES	Poupard ES	Richard ES	Trombly ES
Security									
Door Access	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000
Surveillance	\$ 32,240	\$ 29,120	\$ 26,000	\$ 23,920	\$ 22,880	\$ 33,280	\$ 29,120	\$ 23,920	\$ 68,640
Total Security	\$ 318,240	\$ 107,120	\$ 104,000	\$ 309,920	\$ 126,880	\$ 319,280	\$ 315,120	\$ 257,920	\$ 302,640
Technology									
Instructional Technology	\$ 225,680	\$ 203,840	\$ 182,000	\$ 174,720	\$ 174,720	\$ 262,080	\$ 218,400	\$ 189,280	\$ 152,880
Network Cabling	\$ 208,000	\$ 208,000	\$ 208,000	\$ 208,000	\$ 208,000	\$ 52,000	\$ 208,000	\$ 208,000	\$ 208,000
Network Wireless and Switches	\$ 228,800	\$ 228,800	\$ 228,800	\$ 228,800	\$ 228,800	\$ 228,800	\$ 228,800	\$ 228,800	\$ 228,800
Telephone System	\$ 77,376	\$ 69,888	\$ 62,400	\$ 59,904	\$ 59,904	\$ 89,856	\$ 74,880	\$ 64,896	\$ 52,416
Public Address Systems	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000
Fiber WAN	\$ 41,600	\$ 41,600	\$ 41,600	\$ 41,600	\$ 41,600	\$ 41,600	\$ 41,600	\$ 41,600	\$ 41,600
Total Technology	\$ 807,456	\$ 778,128	\$ 748,800	\$ 739,024	\$ 739,024	\$ 700,336	\$ 797,680	\$ 758,576	\$ 709,696

Middle Schools

	Brownell MS	Parcells MS	Pierce MS
Security			
Door Access	\$ 52,000	\$ 78,000	\$ 52,000
Surveillance	\$ 90,480	\$ 80,080	\$ 75,920
Total Security	\$ 610,480	\$ 444,080	\$ 361,920
Technology			
Instructional Technology	\$ 305,760	\$ 342,160	\$ 320,320
Network Cabling	\$ 780,000	\$ 52,000	\$ 780,000
Network Wireless and Switches	\$ 364,000	\$ 197,600	\$ 364,000
Telephone System	\$ 104,832	\$ 117,312	\$ 109,824
Public Address Systems	\$ 78,000	\$ 78,000	\$ 78,000
Fiber WAN	\$ 83,200	\$ 78,000	\$ 83,200
Total Technology	\$ 1,715,792	\$ 865,072	\$ 1,735,344

High Schools

	North HS	South HS
Security		
Door Access	\$ 104,000	\$ 130,000
Surveillance	\$ 246,480	\$ 280,800
Total Security	\$ 360,880	\$ 852,800
Technology		
Instructional Technology	\$ 800,800	\$ 800,800
Network Cabling	\$ 936,000	\$ 78,000
Network Wireless and Switches	\$ 520,000	\$ 270,400
Telephone System	\$ 274,560	\$ 274,560
Public Address Systems	\$ 104,000	\$ 104,000
Fiber WAN	\$ 106,600	\$ 106,600
Total Technology	\$ 2,741,960	\$ 1,634,360

Misc. District Buildings

	Barnes Pre-K	Admin
Security		
Door Access	\$ 26,000	\$ 26,000
Surveillance	\$ 41,600	\$ 19,760
Total Security	\$ 327,600	\$ 45,760
Technology		
Instructional Technology	\$ 116,480	\$ 43,680
Network Cabling	\$ 208,000	\$ 208,000
Network Wireless and Switches	\$ 228,800	\$ 228,800
Telephone System	\$ 39,936	\$ 14,976
Public Address Systems	\$ 26,000	\$ 26,000
Fiber WAN	\$ 41,600	\$ 41,600
Total Technology	\$ 660,816	\$ 563,056

Building Totals	
Security	
Door Access	\$ 702,000
Surveillance	\$ 1,124,240
Total Security	\$ 1,826,240
Technology	
Instructional Technology	\$ 4,513,600
Network Cabling	\$ 4,758,000
Network Wireless and Switches	\$ 4,232,800
Telephone System	\$ 1,547,520
Public Address Systems	\$ 728,000
Fiber WAN	\$ 915,200
Total Technology	\$ 16,695,120
Grand Total:	18,521,360

Preliminary Schedule

The schedule descriptions below are intended to give a general overview of the Bond Program schedule being considered by GPPSS. Once engaged, the Technology Designer will consult with GPPSS, PMC, the Architect(s), Construction Manager and the Owner's other vendors to confirm and refine the phasing and bid packaging for the different Programs. Once determined, a formal schedule will be prepared and become part of the Contract. The technology items will be implemented in concert with construction activities related to each building project.

It is the intention to design and bid secured vestibule projects at various District buildings in 2019.

Two (2) High Schools

GPPSS desires to complete all Work at these facilities over the next 28 months. Phasing may necessitate multiple Projects at each building and may include construction beyond the typical summer season. Technology Design will start in March 2019. It is anticipated that design work will last into Summer/Fall 2019 with bidding to follow in November 2019 with award in December 2019. Construction would begin the summer of 2020 as allowable by GPPSS.

(2) High School Buildings – Architectural Design Work Anticipated to Commence January 2019 thru October 2019 for both High Schools with construction starting in 2020:

- South High School – Construction start May 2020 / Complete Fall 2022
- North High School – Construction start May 2021 / Complete Fall 2023

The Owner would also prefer to complete as much renovation work over the summers as possible but understands that may not be entirely possible.

Nine (9) Elementary Schools, three (3) Middles Schools, two (2) support buildings

GPPSS desires to complete all Work at these facilities over the next 3-5 years starting in 2020-2023. Technology Design shall coincide with Architect's building project design schedule. Phasing may necessitate multiple Projects at each building and may include construction beyond the typical summer season. Construction would begin the in the spring/summer year noted below as allowable by GPPSS.

(9) Elementary Buildings -

- 2020 (3) Elementary Schools (Design Jan. 2019 – October 2019)
- 2021 (3) Elementary Schools (Design Jan. 2020 – October 2020)
- 2022 (3) Elementary Schools (Design Jan. 2021 – October 2021)

(3) Middle School Buildings –

- 2020 (1) Middle School (Design Jan. 2019 – October 2019)
- 2021 (1) Middle School (Design Jan. 2020 – October 2020)
- 2022 (1) Middle School (Design Jan. 2021 – October 2021)

(2) Support Buildings -

- Barnes Pre-K – 2023 (Design Jan. 2022 – October 2022)
- Administration – 2023 (Design Jan. 2022 – October 2022)

ATTACHMENT B

LIST OF TECHNOLOGY DESIGNER SERVICES

I. Planning

- Assist with the development of a refined technology scope, budget and timeline (Program of Services) for the Bond:
 - Perform a thorough needs analysis which will involve meetings with Owner IT staff and/or the School District Planning Committee(s). Revisit and refine the program of service as appropriate
 - Develop timelines, budgets, expectations and procedures for all technology
 - Review and evaluate construction documents and engineering issues
 - Provide and updated technology budget for the phased-in implementation of technology which includes ongoing operational expenses
- Where appropriate, create awareness / present options for classroom technology including student technology, video presentation, instructional technology thru creation of a demonstration classroom
- Working with the Owner, create a district-wide plan for delivering classroom education utilizing technology equipment/devices
- Working with the Owner, develop a detailed planning and implementation timeline for all Bond technology Program
- Identify bid packages
- Coordinate / conduct pilots where appropriate
- Assist in monitoring and maintaining technology purchases within the approved Program of Services
- Design all solutions within the budgets identified in the approved Program of Services
- Recommend alternative designs and solutions based on prior experience and current pricing knowledge
- Participate in regular team meetings with Owner, Architects, Owners Representatives and Construction Managers, as needed
- Develop standard terms and conditions template for RFPs; work with legal counsel to develop standard contract
- Work with Architects to develop technology infrastructure standards for additions and renovations
- Complete building walkthroughs and mark up floor plans as needed to identify technology infrastructure and power needs. Review and coordinate with Architects.
- Work with Owner and Architects to integrate recommended design into the renovated and expanded buildings
- Work with Owner and assist with new classroom technology integration

- Provide district-wide technology visioning sessions to develop GPPSS technology plan.

II. Design Development and Procurement

- Prepare detailed specifications for all technology Program identified in the Program of Services
- Develop Requests for Proposals for each of the technologies. RFPs shall include Terms and Conditions, Technical Specifications, Bidder Response Forms, Sample Contracts, and requirements for training and maintenance requirements
- Designer shall require “As-Built” drawings to be prepared by Vendor/Contractor(s) during implementation, where appropriate
- Develop drawings where appropriate
- Incorporate all timeline and scheduling requirements in RFPs
- Incorporate all permitting, local, state and federal requirements, as appropriate, in RFPs
- Assist Owner in administering the bidding process including, but not limited to:
 - Maintain bidders database
 - Prepare and distribute bid documents
 - Work with Owner to post documents in appropriate locations
 - Coordinate and run pre-bid meeting
 - Respond to all bidder inquiries
 - Conduct bid opening and prepare bid opening tabulation
- Evaluate all proposals including, but not limited to:
 - Prepare preliminary analysis
 - Issue bidder clarifications as necessary
 - Identify finalists
 - Coordinate system demonstrations and/or pilots
 - Conduct bidder interviews
 - Conduct due diligence including reference checking
 - Review and discuss analysis with Owner
 - Develop recommendation letter and supporting materials for Board packet
 - Attend Board meetings to present recommendation and respond to questions
 - Inform bidders of Owner’s decisions
 - Maintain documentation of each bid process to include all correspondence, spreadsheets, bid documents and analysis detail
- Develop draft Agreements with all supporting documentation (e.g., clarifications, RFP). Negotiate agreements with finalist vendor, working with Owner’s legal counsel where appropriate.

III. Implementation Management

- Participate in regular team meetings (e.g., Owner, Architects, Construction Managers, Owners Representative) to coordinate technology projects with construction
- Manage budget and timeline
- Review, certify, and recommend payment applications and invoices
- Review and issue recommendations on change orders, ensuring that change orders are appropriate given the original design.
- Respond to design questions during implementation and acceptance testing process.
- Participate in punch list preparation and acceptance testing process
- Coordinate district-wide fiber loop building connections with District's lateral connection consultant
- Coordinate associated secured vestibule technology requirements

ATTACHMENT C
FORM OF CONTRACT

**AGREEMENT BETWEEN OWNER AND
TECHNOLOGY DESIGNER FOR TECHNOLOGY DESIGN SERVICES**

THIS AGREEMENT BETWEEN OWNER AND TECHNOLOGY DESIGNER FOR TECHNOLOGY DESIGN SERVICES (the "Agreement") is made as of the ____ day of _____ in the year of 2019 between the **GROSSE POINTE PUBLIC SCHOOL SYSTEM**, a Michigan general powers school district, whose address is 389 St. Clair Avenue, Grosse Pointe, Michigan 48230 (the "Owner") and _____, a _____, whose address is _____ (the "Designer"). School District and Designer may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS, this Agreement constitutes the understanding of the responsibilities and obligations of _____, as Designer for Grosse Pointe Public School System, relative to technology projects undertaken through its 2018 Bond Issue;
- B. Designer shall provide services to design technology systems in accordance with criteria consistent with the goals of the School District's Technology Plan, based upon the Projects for the 2018 Bond Issue identified in **Exhibit A**, which is attached hereto and incorporated herein by reference and identified in the Owner's Request for Proposal For Technology Designer Services dated January 10, 2019, as amended by the [Addendum/Addenda] dated _____, 2019 (collectively the "RFP") and that will integrate data, voice and video applied technology as it relates to instruction, administration, business operations, communications, library and media, including IT infrastructure, video surveillance, door access and various end user technologies to meet the needs of the Owner, in the most cost efficient manner necessary to bring a totally integrated system of technology to all of the buildings, sites and Facilities of the Owner (the "Project").
- C. Owner desires to obtain a totally integrated technology system which will deliver a final solution for the design and implementation of technology systems, upon the terms and conditions set forth herein in the Owner's Request For Proposal, Clarifications attached hereto, in the Designer's Proposal, and in the Project Documentation, which will warrant identifiable deliverables, upon the terms and conditions set forth herein.

The Owner and Designer agree as set forth below.

ARTICLE 1

DESIGNER'S RESPONSIBILITIES

1.1 DESIGNER'S SERVICES

- 1.1.1** Designer's services consist of those services to be performed by Designer, its employees, consultants and agents as enumerated in Articles 2 and 3 of this Agreement and in the Project Documentation. The Designer agrees to commit key individuals throughout the duration of the Project as identified in **Exhibit B** attached hereto and incorporated herein by reference (the "Key Personnel"). The Designer shall not remove any of the Key Personnel from the Project without the prior written consent or request of the Owner unless such personnel cease to be in the employ of the Designer. In the event any such personnel must be replaced, Designer shall promptly find an acceptable replacement in consultation with the Owner.

- 1.1.2** Designer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Designer shall submit for the Owner's approval a schedule for the performance of Designer's services which may be adjusted in writing by mutual agreement of the parties as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by Designer or Owner.
- 1.1.3** Designer represents that it will follow the highest standards of its profession in performing all services under this Agreement and in accordance with the standard of reasonable care and skill exercised by a technology designer of recognized experience and expertise similar to Designer's in the design and implementation of technology for public school facilities. Designer shall be responsible for the degree of care and skill for all technology design services provided hereunder whether such technology design services are provided directly by the Designer, its employees, consultants or agents. Designer acknowledges that the services to be provided by Designer under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in the Michigan Revised School Code (MCL 380.1 et seq., as amended), the School Building Construction Act (MCL 388.851 et seq., as amended), the Occupational Code (MCL 339.2011, as amended), the Stille-Derossett-Hale Single State Construction Code Act (MCL 125.1501 et seq.) and the Michigan Building Code, as applicable. Therefore, Designer hereby agrees to perform the services required of "an architect" pursuant to those Acts; provided however, Designer acknowledges that nothing contained in this Agreement shall be construed to limit Designer's services, duties or obligations pursuant to those Acts or otherwise provided by law. Additionally, Designer acknowledges that the services to be provided by Designer under this Agreement shall include assisting the Owner in complying with all of the Owner's competitive bidding requirements under Sections 1267 and 1274 of the Michigan Revised School Code, as amended.
- 1.1.4.** Basic Compensation of the Designer and of the underlying school technology Projects will be financed through the Owner's issuance of 2018 School Building and Site Bonds (the "Bonds"). The Bonds establish as a condition of this Agreement a fixed limit of the Cost of the Work. Notwithstanding any other provision of this Agreement to the contrary, Designer acknowledges that compensation of any Services to be performed by Designer under this Agreement is expressly contingent upon the Owner's issuance of General Obligation Unlimited Tax Bonds for all Projects. In the event that the Owner does not issue such Bonds, in the complete discretion of the Owner, the Owner may terminate this Agreement and the Owner shall not be responsible for compensating Designer.

ARTICLE 2

SCOPE OF DESIGNER'S BASIC SERVICES

2.1 DEFINITION

- 2.1.1** Designer's Basic Services consist of those described in Paragraphs 2.2 through 2.4, and include all engineering and other services necessary to produce a reasonably complete and accurate set of Detailed Design Documents as described in Paragraph 2.2.

2.2 PRELIMINARY DESIGN PHASE, DETAILED DESIGN PHASE AND PROGRAMMING

- 2.2.1** Designer shall review and analyze the needs of the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner, and shall commit its understanding of the Owner's requirements to writing and shall submit a copy

to the Owner for approval before proceeding with drafting the preliminary designs. Designer's review shall include, but shall not be limited to, a review of all technology, including data, voice and video communications, computing, networking, media center and management system functions performed in the District. It shall also include a comparison of the anticipated total cost of ownership and services of various solutions spanning a five year planning horizon, taking into account Owner's existing equipment. Once this writing is approved by the Owner, it shall become the "Program of Services". All services rendered pursuant to this Paragraph shall be Basic Services.

- 2.2.2** Designer shall provide to the Owner the Program of Services, a Project schedule, a Project budget and a preliminary design, all sufficiently detailed to allow Owner to properly size all technology aspects, as well as mechanical and electrical aspects, associated with technology improvements of its Bonds, including design for future growth. Designer, in preparing its Program of Services, shall coordinate with the Owner's Architect and Construction Manager. Designer shall coordinate with the Owner's Architect for physical equipment sizing, electrical and mechanical requirements, and site work requirements. Designer shall coordinate with the Construction Manager the Project budget, schedule, technology installation, and Project closeout. Designer shall coordinate with the Owner the systems to properly design and size technology systems for systems growth, operations and flexibility. Designer shall provide the services of professionals, qualified by training and experience in their respective fields, as needed, to address the requirements of the Project, and shall submit a list of the names of the professionals to be employed by Designer to the Owner, in advance, for the Owner's review and approval. Said Documents shall be prepared in cooperation with and provided for coordination with the Owner and the Owner's agents. Said Documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations.
- 2.2.3** Designer shall review with the Owner, alternative approaches to design and implementation of the Project as agreed upon per the Program of Services.
- 2.2.4** Based upon the mutually agreed upon Program of Services, schedule, budget requirements and preliminary design, Designer shall prepare, for approval by the Owner, Detailed Design Documents consisting of Drawings and Specifications setting forth in detail the requirements for the Project. These documents shall include a detailed description of the proper operating environment for all equipment which is to be installed as part of the Project, as well as Acceptance Testing Procedures, with verified results, for all Technology equipment, software and systems contemplated within the Program of Services and the Detailed Design Documents. Approval of the Detailed Design Documents by the Owner shall be deemed to be approval of the concept though not approval of the means or techniques recommended by Designer for the Project. Designer hereby specifically warrants that said Detailed Design Documents shall, when implemented in the Implementation Phase, yield a completed Project which conforms to the Program of Services and further warrants its detailed design and the implementation of its detailed design conforms to the expectations of the Owner and the representations of Designer as provided for in the Project Documentation (as defined in Paragraph 7.8).
- 2.2.5** Designer shall, after consultation with the Owner, prepare the necessary bidding information, bidding forms, Contract conditions and a final estimate of the Project Cost.
- 2.2.6** Designer shall advise the Owner, in writing, of any adjustments to previous preliminary estimates of Project Cost indicated by changes in requirements or general market conditions.
- 2.2.7** Designer shall be responsible, with the assistance of the Owner, for filing documents required for the approval of governmental authorities having jurisdiction over the Project, when instructed to do so by the Owner. Designer shall be responsible for making such changes in

the Detailed Design Documents as may be required by said governmental authorities at its expense when instructed to do so by the Owner.

- 2.2.8** Designer shall include in the bidding information a requirement that the Vendor/Contractor(s) making the bid shall provide operation manuals to the Owner and shall provide adequate training for the Owner in the operation of all systems installed by the Vendor/Contractor(s). Further, Designer shall require in the bidding information that all Vendors/Contractors must assume responsibility for systems which they are providing, as well as proper coordination of activities with all other Vendors/Contractors. Each bid must contain a Vendor/Contractor contract which has been approved by the Owner and the Owner's legal counsel, including all terms and conditions. Further, each such contract must provide that Designer is responsible for notifying the Vendor/Contractor with a minimum of ten (10) days written notice of readiness of the premises for installation of that Vendor/Contractor's equipment and/or services. Designer shall coordinate all such notices with the Owner.
- 2.2.9** Designer shall remove any and all references to Arbitration from each Vendor/Contractor contract it prepares, including, but not limited to, Arbitration language within the Request For Proposals, the Standard Form of Agreement Between Owner and Contractor and the General Conditions of the Contract For Construction.
- 2.2.10** Designer is expected to attend, present and answer questions relating to the Technology Plan and/or Technology Design, as often as necessary, during any Board Meetings, and/or presentations to school or community groups and/or construction meetings with the Architect and Construction Manager.

2.3 BIDDING PHASE

- 2.3.1** Designer, following the Owner's approval of the Detailed Design Documents and of the latest preliminary estimate of Project Cost, shall develop bidding documents, assist the Owner in obtaining bids for the various Projects, conduct pre-award conferences with bidders and assist in recommending awards and preparing contracts for construction and/or implementation. The Designer shall act as an agent of the Owner. The Designer acknowledges that it is ineligible to bid on any equipment needed to implement the approved design herein. The Designer represents and warrants that it is an entity independent from any and all Vendor/Contractor(s) eligible to bid on any of the Request for Proposals prepared by the Designer in connection with the Project herein. The Designer further represents and warrants that it will receive no consideration, commission or remuneration of any kind by any Vendor/Contractor bidding on any contract herein. When recommending awards to the Owner. It is the Designer's responsibility to confirm to the Owner in writing that the successful bidder is the "lowest responsible bidder" as that term is used in Attorney General Opinion, 1959-60, No. 3303, Vol. 1, p. 169.
- 2.3.2** In the event that the recommended bid (or bids) relative to any component of the Project exceeds the fixed limit for the Project, or component thereof, or the final estimates provided by Designer, as approved by the Owner, pursuant to Subparagraph 2.2.4, the Owner shall:
- .1** give written approval of an increase in such fixed limit;
 - .2** authorize rebidding of the Project within a reasonable time; or
 - .3** cooperate in revising the Project scope and quality as required to reduce the cost of the Project.

If the Owner chooses to proceed under Clause 2.3.2.3, the Designer, without additional charge, and in consultation with the Owner, shall modify the Detailed Design Documents

as necessary to comply with the fixed limit, as established by the Owner, as part of Designer's Basic Services with no additional cost to the Owner.

- 2.3.3** Any defective designs or Specifications furnished by Designer shall be promptly corrected by Designer at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of Designer's services hereunder or the Project itself shall in no way diminish or limit Designer's obligations and liabilities or the Owner's rights.
- 2.3.4** Designer shall develop an Acceptance Testing Procedure which integrates all work being performed by all Vendors/Contractors, to the Owner's satisfaction, which shall insure that all work which is properly implemented shall be in accordance with the Detailed Design Documents and the Project Documentation so that a totally integrated technology system will be delivered as the final solution.
- 2.3.5** Designer shall obtain and review certificates of insurance, performance bonds and payment bonds, if such are required by law and/or by the Bid Specifications for that particular Project, from all Vendors/Contractors, and forward them to the Owner prior to commencement of the work.

2.4 IMPLEMENTATION PHASE – ADMINISTRATION

- 2.4.1** Designer's responsibility to provide Basic Services for the Implementation Phase under this Agreement and as defined in the Owner's Request For Proposal shall commence with the award of each Vendor/Contractor Contract and shall terminate when all Projects of each phase are installed, integrated and operating properly for the Owner's intended purposes, to the Owner's satisfaction, pursuant to the Acceptance Testing Procedure. Notwithstanding the foregoing, if Basic Services covered by this Agreement have not been completed within Sixty (60) months from the date of this Agreement, through no fault of the Designer, extension of the Designer's services beyond that time shall be subject to negotiation.
- 2.4.2** Designer shall provide administration of all Contracts with Vendors/Contractors for Implementation as set forth below and in the "Program of Services" as attached hereto and as identified in the Owner's Request for Proposal for Technology Designer Services.
- 2.4.3** Duties, responsibilities and limitations of authority of Designer shall not be restricted, modified or extended without written agreement of the Owner and Designer.
- 2.4.4** Designer at all times shall be a representative of and shall advise and consult with the Owner. Designer shall submit to Owner, not less than weekly, updated reports on the progress of the Project, unless otherwise requested by the Owner. Designer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement, unless otherwise modified by written instrument. Instructions to the Vendor/Contractor's shall be forwarded through Designer.
- 2.4.5** Designer shall assign a representative of the Designer to the Project who shall be on-site, in the Designer's professional judgment, as often as necessary and appropriate to the stage of implementation to inspect the site and the Project; to familiarize Designer with the progress and quality of the Project; and to determine for the Owner's benefit and protection if the Project is proceeding in accordance with the intent of the Detailed Design Documents, schedule and the Acceptance Testing Procedure which is more particularly described in the attached "Program of Service".

Designer assumes complete responsibility for properly reviewing the Acceptance Testing Procedures of various Vendors/Contractors and directing said Vendors/Contractors to re-test, if necessary, as well as conducting the Acceptance Testing Procedure and documentation of

such procedure as provided for in the attached Program of Services. Designer shall attend construction and implementation progress meetings, as necessary or as directed by Owner, and report back regularly to the Owner's Representative, in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. On the basis of its on-site observations and inspections, Designer shall keep the Owner informed of the progress and quality of the Project and shall guard the Owner against defects and deficiencies in the Project and against the Vendor/Contractor's failure to carry out the Project in accordance with the intent of the Detailed Design Documents, the schedule and the Acceptance Testing Procedure, and shall give prompt notice in writing to the Owner of any deviations from the Detailed Design Documents in the Project. Designer shall provide those services contemplated within this Agreement, as part of its Basic Services, made necessary by defects or deficiencies in the Project of the Vendor/Contractor's which, through reasonable care, should have been discovered by Designer and promptly reported to the Owner and Vendor/Contractor, but which Designer failed to discover and/or report. The Owner shall pay the Designer for any such services, only if the Vendor/Contractor(s) or the Vendor/Contractor's surety or insurer reimburses the Owner for such services.

2.4.5.1 Designer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures; provided that, on the basis of its on-site inspections the Designer has reported to the Owner any construction means, methods, techniques, sequences or procedures that do not appear to conform with industry standards, and has also reported to the Owner any work that appears not to be in conformance with Contract Documents. Except as provided in this Agreement, the Designer shall not be responsible for the Vendor/Contractor's schedules or failure to carry out the Project in accordance with the Detailed Design Documents and shall not have control over or charge of acts or omissions of the Vendor/Contractors, Subcontractors, or their agents or employees, or of any other persons performing portions of the work. The Owner's approval, acceptance, use of or payment for all or any part of the Designer's technology design services hereunder or the Project itself shall in no way diminish or limit the Designer's obligations and liabilities or the Owner's rights. Safety precautions and programs in connection with the work are solely the Vendor/Contractor's responsibility under their contracts. Nothing contained in this Paragraph shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Designer.

2.4.6 Designer shall ensure that the Project is being implemented in accordance with the Detailed Design Documents and the Acceptance Testing Procedure as accepted by the Owner, all as set forth in Subparagraph 2.4.5 hereof.

2.4.6.1 Designer shall provide those services contemplated within this Agreement, as part of its Basic Services, made necessary by major defects or deficiencies in the work of the Vendor/Contractor(s) or its agents or employees which, through reasonable care and/or the Acceptance Testing Procedure, Designer should reasonably have discovered and promptly reported to the Owner, but failed so to do. Any defective designs or Specification furnished by Designer shall be promptly corrected by Designer at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of Designer's services hereunder or the Project itself shall in no way diminish or limit Designer's obligations and liabilities or the Owner's rights.

2.4.7 The Owner and Designer shall at all times have access to the Project, whenever it is in preparation or progress.

2.4.8 Except as may otherwise be provided in the Detailed Design Documents or when direct communications have been specially authorized, the Owner and Vendor/Contractor shall

communicate through Designer. Communications by and with Designer's agents shall be through Designer. Designer should also be available for direct communication with Construction Manager and Architect as required.

- 2.4.9** Based on Designer's observations and inspections of the Project as set forth in Subparagraph 2.4.5 hereof, and evaluations of the Vendor/Contractor's Applications for Payment, Designer shall review and certify the amounts due the Vendor/Contractor to the Owner. Said review and certification shall take place within twenty (20) days of Designer's receipt of the Application.
- 2.4.10** Designer's certification for payment shall constitute a representation to the Owner, based on Designer's observations and inspections at the site as provided in Subparagraph 2.4.5 and on the data comprising the Vendor/Contractor's Application for Payment, that the Vendor/Contractor's work has progressed to the point indicated, that the quality of the Vendor/Contractor's work is in accordance with the Detailed Design Documents and the Acceptance Testing Procedure and that the Vendor/Contractor's work has been performed in a good and workmanlike fashion. The issuance of a Certificate for Payment shall further constitute a representation that the Vendor/Contractor is entitled to payment in the amount certified.
- 2.4.11** Where Vendor/Contractor's work does not conform to the Detailed Design Documents or the Acceptance Testing Procedure, Designer shall promptly reject such nonconforming work and notify the Owner of Designer's said rejection. Whenever Designer considers it necessary or advisable for implementation of the intent of the Detailed Design Documents, Designer will have authority to require additional inspection or testing of the Vendor/Contractor's work in accordance with the provisions of the Detailed Design Documents, whether or not such work is fabricated, installed or completed. Where such additional inspection and testing is to be at additional cost to the Owner, such additional inspection and testing is to be required by Designer only upon advance notice and approval by the Owner.
- 2.4.12** Designer shall review and approve or take other appropriate action upon Vendor/Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Detailed Design Documents and all applicable laws, statutes, ordinances, codes, rules and regulations. Designer's action shall be taken with such reasonable promptness as to cause no delay in the Vendor's/Contractor's work or in the work of separate Vendors/Contractors, while allowing sufficient time in Designer's judgment to permit adequate review.
- 2.4.13** Designer shall be required to administer all contracts with contractors/vendors on behalf of the Owner. This responsibility shall commence with the award of each contractor/vendor contract and shall terminate when all systems are installed, integrated, and operating properly to the satisfaction of the Owner. To this end, the Designer shall monitor all work in progress by contractors/vendors and keep the Owner informed of the progress and the quality of the work and shall guard the Owner against defects and deficiencies in the work and the contractors'/vendors' failure to carry out the work in accordance with the design documents prepared by the Designer and approved by the Owner. Designer shall develop an acceptance testing procedure which integrates all work being performed by all contractors/vendors, to the satisfaction of the Owner which shall insure that all work which is properly implemented shall be in accordance with the design documents and the Owner's expectations of the solution to be delivered by the design documents.
- 2.4.14** Designer shall prepare Change Orders and Change Directives, with supporting documentation and data, for the Owner's approval and execution in accordance with the Detailed Design Documents, and may authorize, minor changes in the Project not involving an adjustment in

the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Detailed Design Documents.

- 2.4.15** Designer shall, as part of the inspections required by this Agreement, determine the date or dates of Substantial Completion and the date of final completion. Designer shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Detailed Design Documents and assembled by the Vendor/Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Detailed Design Documents.
- 2.4.16** Designer shall interpret and decide matters concerning performance of the Vendor/Contractor under the requirements of the Detailed Design Documents on written request of either the Owner or the Vendor/Contractor. Designer's response to such requests shall be made within reasonable promptness and with any time limits agreed upon.
- 2.4.17** Interpretations and decisions of Designer shall be consistent with the intent of and reasonably inferable from the Detailed Design Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, Designer shall endeavor to secure faithful performance by the Vendor/Contractor and shall not be liable for results of interpretations or decisions so rendered in good faith and without negligence.
- 2.4.18** Designer shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Vendor/Contractor relating to the execution or progress of the Vendor/Contractor's work as provided in the Detailed Design Documents.
- 2.4.19** Designer shall provide services to investigate existing conditions of facilities or to make measured Drawings thereof, or to verify the accuracy of technology drawings furnished by the Owner.
- 2.4.20** Designer shall provide methods for coordination of all projects performed by separate Vendors/Contractors or by the Owner's own forces and coordination of services in connection with implementation performed and equipment supplied by the Owner, including establishing and conducting a regular schedule of meetings between Vendors/Contractors and the Owner and in conjunction with the general construction meetings of the District, when appropriate. Such meetings shall be held throughout the entire Implementation Phase of the Project and shall be for the primary purpose of assessing the progress of the work of each Vendor/Contractor and recommending to the Owner such remedial actions as are necessary to ensure required progress and completion in accordance with the construction schedule and within contract time. Designer shall submit to the Owner and to the Vendors/Contractors the minutes of each such meeting as soon after the meeting as is practical, unless it is agreed upon at that meeting that one of the other professionals, i.e. the Construction Manager, will take the minutes and distribute the same to the others.
- 2.4.21** The Owner shall have final authority on questions relating to aesthetic effect and shall be final if consistent with the intent expressed in the Detailed Design Documents.
- 2.4.22** Designer shall be prepared to serve and shall serve when requested by the Owner as a witness in connection with any public hearing, arbitration proceeding, legal proceeding or administrative law proceeding to which the Owner or Designer is a party concerning the Project as part of its Basic Services.
- 2.4.23** Designer shall prepare, or require the Vendor/Contractor to prepare, and provide a set of "As-Built" drawings showing changes in any Vendor/Contractor work made during implementation based on marked-up prints, drawings and other data furnished by the Vendor/Contractor to Designer. Designer shall certify these drawings are accurate; provided

the Designer's certification shall be made to the best of the Designer's knowledge. These drawings shall be provided in the form of reproducible drawings and digital documents as specified by the Owner. Digital format shall include all of the following:

- .1 Copies of all drawing files in AutoCAD format.
- .2 All digital files shall be presented on a flash drive in PDF format.
- .3 PDF, with AutoCAD.

2.4.24 Designer shall provide services in connection with evaluating substitutions proposed by the Vendor/Contractor and making subsequent revisions to Drawings, Specifications and other documentation, as well as materials, resulting therefrom.

2.4.25 Designer shall provide services in evaluating claims submitted by the Vendor/Contractor or others in connection with the work.

2.4.26 Designer shall provide analysis of the Owners' needs and program the requirements of the Project.

2.4.27 Designer shall develop an Acceptance Testing Procedure which integrates all work being performed by all Vendors/Contractors, to the Owner's satisfaction, which shall insure that all work which is properly implemented shall be in accordance with the Detailed Design Documents and the Project Documentation so that a totally integrated technology system will be delivered as the final solution.

2.4.28 Designer shall provide services in connection with all phases outlined above as part of its Basic Services even if the scope of the work changes; provided that, the combined Projects/technologies implemented are with the Owner's budget for technology as defined in the RFP.

2.4.29 Designer shall provide services for tracking the technology construction expenditures, projected technology construction expenditures, technology contingencies or the technology Bond approved budgets.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified elsewhere in this Agreement as Basic Services, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraph 3.2 shall only be provided if authorized in advance, in writing, by the Owner. If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond Designer's control, Designer shall advise the Owner in writing prior to commencing such services. If the Owner deems that such services described under Paragraph 3.2 are not required, the Owner shall give prompt written notice to Designer. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, Designer shall have no obligation to provide those services. If, however, services described under Paragraph 3.2 are required due to circumstances within the control of Designer, such services shall be provided as a part of Basic Services. Notwithstanding any provision to the contrary, no compensation shall be paid to Designer for additional services

that became necessary as a result of the fault or negligence of Designer or its agents or employees.

3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Making material and substantial revisions in Drawings, Specifications or other documents when such revisions are:

- .1** inconsistent with approvals or instructions previously given the Owner, including revisions made necessary by adjustments in the Owner's Program of Services or Project budget;
- .2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.2.2 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.2.3 Providing services made necessary by the default of the Vendor/Contractor, by major defects or deficiencies in the work of the Vendor/Contractor, or by failure of performance of either the Owner or Vendor/Contractor under the Contract.

3.2.4 Providing services associated with design or management for technology systems for amounts in excess of the Owner's budget for technology contained in the RFP.

ARTICLE 4

OWNER'S RIGHTS AND RESPONSIBILITIES

4.1 The Owner shall consult with Designer regarding additional requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Project Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions within a reasonable period of time pertaining to documents submitted by Designer in order to avoid unreasonable delay in the orderly and sequential progress of Designer's services, acknowledging the Owner's status as a public body.

4.4 Prompt notice shall be given by the Owner to Designer if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Detailed Design Documents, but the Owner's failure or omission to do so shall not relieve Designer of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. Designer shall provide prompt written notice to the Owner if Designer becomes aware of any fault or defect in the Project or nonconformance with the Detailed Design Documents.

- 4.5 Owner shall have the right to reject any of Designer's employees or agents whose qualifications in Owner's good faith and reasonable judgment do not meet the standards established by Owner as necessary for the performance of the technical services. In the event any of Designer's employees or agents must be replaced, for any reason, Designer shall promptly supply an acceptable replacement in consultation with Owner.
- 4.6 Owner or Owner's agent(s) shall provide Designer with CAD backgrounds and license to use and modify such files/documents for the Project, at no additional cost to Designer, if available and in Owner's possession.
- 4.7 Owner shall provide Designer with an inventory of relevant existing equipment and systems, including version numbers, if available and in Owner's possession.
- 4.8 The Owner shall provide moving services for temporary relocation of furniture and equipment (computers, phones, peripherals, etc.) as needed to facilitate renovations or the installation of pilot systems for the purpose of evaluation.

ARTICLE 5

USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 5.1 All rights, title, and interest, including, without limitation, manufacturing, development and exploitation rights in and to all plans, data, Drawings, Specifications, ideas, data, scripts, sketches, designs, concepts, reports, documentation, and/or other work product (whether tangible or intangible,) produced by the Designer, its employees, agents, or the Designer's Consultants in connection with the Work or otherwise communicated by the Designer to Owner pursuant to this Agreement ("Instruments of Service") (excluding such portions as are part of and incorporated in the Designer's standard specifications and standard construction details, which portions of the Instruments of Service are not specific to this Project) are hereby assigned to Designer and shall at all times be and remain vested in Owner. For those documents which contain the Designer's, its employees, agents, or the Designer's Consultants' standard specifications and standard construction details, the Owner shall have a limited use license which will be limited only to the particular Project covered by this Agreement and future expansions and modifications to this Project. As long as the Owner uses the documents containing the Designer's, its employees, agents, or the Designer's Consultants' standard specifications and standard construction details solely for this Project, that use shall not be limited in any other manner. The Owner's obligation to pay the Designer for any services under this Agreement is expressly conditioned upon the Designer obtaining a valid written comprehensive assignment of all rights, title, and interest from its Consultants in terms identical to those that obligate the y Designer to the Owner as expressed in this section, which the Designer hereby assigns to the Owner. The Owner, in return, hereby grants the Designer and the Designer's Consultants a revocable, nonexclusive license for the limited purposes relating directly to the Designer's performance under this Agreement, for the Designer's archival records, and for the Designer's reproduction of drawings and photographs in the Designers marketing material in accordance with Section 5.2 and 7.6 of this Agreement. The nonexclusive license shall terminate automatically upon termination of this Agreement for cause. This nonexclusive license is granted to the Designer alone and shall not be assigned by the Designer to any other person or entity, except that the nonexclusive license may be sub-licensed to the Designer's Consultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon any Designer's assignment of this nonexclusive license to another or its attempt to do so.
- 5.2 The Owner may use the Instruments of Service as it determines, but the Designer, its employees, agents and the Designer's Consultants shall incur no liability for the Owner's use of the Instruments of Service other than in connection with the Project. In the event the Owner uses the Instruments of Service

without retaining the Designer's services, the Owner releases the Designer, its employees, agents, and Designer's Consultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Designer, its employees, agents, and Designer's Consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's modification and use of the Instruments of Service without the Designer's services under this Section 5.2. The terms of this Section 5.2 shall not apply if the Owner rightfully terminates this Agreement for cause.

ARTICLE 6

TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1** This Agreement may be terminated by either party upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If this Agreement is terminated by the Owner, after said thirty (30) day cure period, due to Designer's failure to substantially perform in accordance with the terms of this Agreement, Designer shall receive no fees or reimbursable expenses other than those due for services actually rendered prior to the date of termination.
- 6.2** If the Project is suspended by the Owner for more than one hundred eighty (180) consecutive days, Designer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Designer's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Designer's services.
- 6.3** The Agreement may be terminated for any reason by the Owner upon not less than seven (7) calendar day's written notice to Designer.
- 6.4** Subject to Subparagraph 6.5, the failure of the Owner to make payments to Designer in accordance with this Agreement shall be considered substantial non-performance and cause for termination.
- 6.5** If the Owner fails to make payment when due Designer for services and expenses, Designer may, upon thirty (30) days written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by Designer within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Designer shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services.
- 6.6** In the event of termination not the fault of Designer, Designer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1** This Agreement shall be governed by the laws of the State of Michigan and the parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.
- 7.2** The Owner and Designer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Designer shall assign this Agreement without the written consent of the other.

- 7.3 This Agreement may be amended only by written instrument signed by both Owner and Designer.
- 7.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Designer.
- 7.5 It is acknowledged by Designer that the Owner has disclosed to it that the school buildings and facilities which are the subject of the services to be provided by Designer may contain materials composed of asbestos fibers in various forms. Designer shall not be responsible for the handling or removal of asbestos, but rather the Owner shall be responsible for all such costs.
- 7.6 Designer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among Designer's promotional and professional materials. Designer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Designer of the specific information considered by the Owner to be confidential or proprietary.
- 7.7 Unless otherwise required in this Agreement, Designer shall have no responsibility for the discovery, presence, analysis, handling, removal, treatment or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances and regulated substances (collectively referred to as "Hazardous Materials"). It is, however, acknowledged by Designer that the Owner has disclosed to it that the school buildings and facilities which are the subject of the services to be provided by Designer hereunder may contain Hazardous Materials. It is further acknowledged that in implementing the Projects which may result from Designer's services, as herein defined, the removal or treatment of such Hazardous Materials may become necessary before any work is commenced. Upon discovering any Hazardous Materials, Designer will immediately cease work and notify the Owner of the presence of the Hazardous Materials. Designer shall not knowingly specify in the Project Contract Documents or approve the use of any asbestos containing building material (ACBM) or any known hazardous building materials to be used in the connection with the Project. Upon the issuance of the Final Certificate for Payment, Designer shall require each Contractor to certify to the Owner and Designer that no ACBM or any known hazardous building materials were used in the Project. The Owner will provide written documentation to Designer regarding any such Hazardous Material of which it is aware, that it discovers, or that is made known to the Owner. Additionally, as a Basic Service, Designer will coordinate services of Hazardous Materials consultant(s) and/or contractor(s) with all other individuals or entities involved in the Project in an effort to minimize to the extent practicable disruption in the Project work and schedule, but shall not be responsible for the performance of such consultant and/or contractor. The Owner agrees that it shall place sole reliance upon the qualified Hazardous Materials consultant, and its contractor or subcontractor, as to the means of accomplishing the removal or treatment process. Designer shall be responsible if and to the extent, after recognizing the presence and general location of Hazardous Materials that were pre-existing at the site, it exacerbates such contamination.
- 7.8 For purposes of this Agreement the following shall be referred to collectively as the "Project Documentation": (i) this Agreement between Owner and Technology Designer For Technology Design Services; (ii) the Owner's Request For Proposal For Technology Designer Services dated January 10, 2019, as amended by the [Addendum/Addenda] dated _____, 2019, which is incorporated herein by reference and attached hereto as **Exhibit H** (iii) Clarifications which are incorporated herein by reference and attached hereto as **Exhibit E**; (iv) Designer's Proposal dated _____, 2019 which is incorporated herein by reference and attached hereto as **Exhibit H**; and (v) Program of Services, as shall be later attached as **Exhibit D**. To the extent that the terms and conditions of the Project Documentation are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (i) to (v). However, the parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Project Documentation, all of the Project Documentation shall be binding upon both parties, except to the

extent the exceptions contained in the Designer's Proposal are not expressly accepted by the Owner in writing and incorporated into this Agreement.

ARTICLE 8

BASIS OF COMPENSATION

The Owner shall compensate Designer as follows:

8.1 BASIC COMPENSATION

For Basic Services as described in Article 2, and any other services included in Article 9 as part of Basic Services, Basic Compensation shall be computed as follows:

A Lump Sum Fee of: _____ Dollars (\$_____)

Notwithstanding the foregoing, the lump sum fixed fee is based upon a percentage of the Cost of the Work (approximately \$_____.00). In the event the Scope of Work materially or substantially changes, the percentage fee for additional or a reduction in the Technology Project Scope shall be _____ percent (___%) of the Cost of the Work. The definitive Cost of the Work shall be determined once bids are received from the Vendors/Contractors by the Owner. Notwithstanding the Designer's Proposal, even though the Designer provided the Owner with a number of hours budgeted for Basic Services, the Designer shall provide all Basic Services to the Owner under this Agreement for the not-to-exceed lump sum fee even if it takes the Designer additional hours over its budgeted hours.

The Designer Basic Services and compensation for Designer's Basic Services includes the entire Project including all Instruments of Service through and inclusive of Project Punch-list and Closeout.

8.1.1 Invoices shall be provided to the Owner on a monthly basis based upon the progress of the Work completed and expenses incurred, or as otherwise agreed to in writing by the Parties in the prior month. Invoices shall include detail as to the Work performed in the prior month. Payments are due and payable thirty (30) days from the date of approval of Designer's invoice unless and to the extent reasonably disputed by the Owner in good faith and, provided work is completed to Owner's satisfaction.

8.1.2 Reimbursable Expenses are in addition to compensation for the Designer's Services and include expenses incurred by the Designer, Designer's employees, and consultants directly related to the Project. The Owner shall reimburse the Designer for the following expenses at the Designer's actual cost, without any mark-up, with the Owner's prior written approval in advance of the expense being incurred by Designer and shall not exceed _____ Dollars (\$_____).

8.2 COMPENSATION FOR ADDITIONAL SERVICES

8.2.1 For Project Representation beyond Basic Services, as described in Article 3, compensation shall be computed as follows:

Compensation for additional services will be billed at the rates identified in **Exhibit C** attached hereto.

ARTICLE 9

OTHER CONDITIONS OR SERVICES

9.1 Designer shall maintain, at no additional cost to the Owner, the following insurances during and for the duration of this Agreement (see Certificate of Insurance attached hereto and incorporated herein by reference as **Exhibit F**:

- .1** Workers' compensation coverage that meets or exceeds legal requirements;
- .2** Employer's Liability with policy limits not less than \$ 1,000,000.00 each accident, \$ 1,000,000.00 for each employee, and \$ 1,000,000.00 policy limit.
- .3** Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage;
- .4** Designers and engineers professional liability insurance coverage with minimum limits of \$2,000,000.00 per claim and \$5,000,000.00 per occurrence; and
- .5** A minimum Commercial General Liability limit of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate and umbrella coverage of not less than \$5,000,000.00.

Such Certificate(s) of Insurance (other than Professional Liability) must be endorsed to include the Owner as an additional insured and must include the Owner as an additional insured on both the commercial general liability and automobile policies and must provide that the Owner will be given at least thirty (30) days' notice of cancellation or change in insurance coverage. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

Insurance carriers providing the required insurance policies shall be authorized by the State of Michigan, have an A.M. Best's Rating of "A" or better, and be acceptable to the Owner. The Designer shall notify the Owner if, during the required coverage period, any of the required coverage either becomes unavailable or the Designer's coverage deviates, or limits are eroded, from the requirements set forth under this Agreement and shall take necessary action to restore the required limits at the Designer's expense. The Certificates of Insurance shall be updated and provided to the Owner at least annually or as the prior Insurance Certificates expire.

With respect to any of the insurance policies provided by the Designer pursuant to this Agreement which are "claims made" policies, in the event at any time any such policies are cancelled or not renewed, the Designer shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provides for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy(ies). With respect to all "claims made" policies which are renewed, the Designer shall provide coverage retroactive to the date of commencement of work under this Agreement. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of completion of the Project.

Additionally, the Designer shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and expert witness fees arising out of or in connection with Designer's

performance of the services pursuant to this Agreement and/or from Designer's violation of any of the terms of this Agreement, including, but not limited to: (i) the negligent acts or willful misconduct of the Designer, its officers, directors, employees, agents, Consultants and contractors; (ii) any breach of the terms of this Agreement by the Designer, its officers, directors, employees, agents, Consultants and contractors; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the services; or (iv) any breach of any representation or warranty by the Designer, its officers, directors, employees, agents, Consultants and contractors under this Agreement. The Designer shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement and shall not be limited by the Designer's Insurance obligations contained in this Agreement.

- 9.2** The Owner, in its sole discretion, shall work with Designer in determining how the contingency allocated for the Project shall be utilized.
- 9.3** For purposes of this Agreement the term "inspect" shall be defined as the evaluation of construction and materials used therein, sufficient to permit the Designer to render his or her professional opinion as to the work conforming with the Contract Documents.
- 9.4** As part of Basic Services, if requested by Owner, Designer shall make a written record of all formal meetings with the Owner, Vendor/Contractor(s), Architect, Construction Manager or any subcontractor or third party and shall provide a copy of said record to the Owner.
- 9.5** If errors or omissions in the Project are detected in the Designer's Detailed Design Documents before the conclusion of the Bidding Phase for a particular contract, the costs for any redesign and correction to remedy such errors and/or omitted features shall be borne by the Designer. Additional construction costs resulting from the incorporation and/or correction of such errors and/or omissions shall be borne by the Owner. If, however, the errors or omitted items are not detected until after bids are due and if the error should have been avoided by the Designer and/or incorporation of the omitted item should reasonably and properly have been provided by the Designer exercising necessary diligence, then the cost of redesign and the cost of any removal and/or reconstruction required to begin correction of the error or incorporation of the omitted item and any other cost that would not have been incurred by the Owner had the error or omission not occurred shall be borne by the Designer.
- 9.6** As part of Basic Services, if requested by Owner, Designer shall provide call back services directly related to the services provided for herein for a period of twelve (12) months after final completion of the Project, including punch list work.
- 9.7** Designer agrees to render its professional services in accordance with the Project Schedule attached hereto as **Exhibit G**.
- 9.8** All attachments and inserts are hereby made a part of this Agreement and are herein incorporated.

This Agreement entered into as of the day and year first written above.

OWNER
GROSSE POINTE PUBLIC SCHOOL SYSTEM

By: _____
(signature)

Name: _____

Its: _____

TECHNOLOGY DESIGNER

By: _____
(signature)

Name: _____

Its: _____

EXHIBIT A

DETAILED DESCRIPTION OF THE PROJECT

***As detailed in Attachment A of the RFP Documents**

EXHIBIT B

KEY PERSONNEL

The Designer shall not remove any of the above-referenced personnel from the Project without the prior written consent or request of the Owner. In the event any such personnel must be replaced, the Designer shall promptly find an acceptable replacement in consultation with the Owner.

EXHIBIT C

HOURLY BILLING RATES

<u>POSITION TITLE</u>	<u>RATE</u>

Note: The rates set forth above are good through the duration of the Project.

EXHIBIT D
PROGRAM OF SERVICES

**TO BE ATTACHED PURSUANT TO PARAGRAPH 7.8
(SEE ATTACHED**)**

**** THE ATTACHED PROGRAM OF SERVICES MAY
BE UPDATED PERIODICALLY, FROM TIME TO TIME,
UPON MUTUAL AGREEMENT OF THE OWNER AND DESIGNER**

EXHIBIT E
CLARIFICATIONS

EXHIBIT F

INSURANCE CERTIFICATES

EXHIBIT G
PROJECT SCHEDULE

***As detailed in Attachment A of the RFP Documents**

EXHIBIT H

**OWNER'S REQUEST FOR PROPOSAL FOR TECHNOLOGY
DESIGNER SERVICES DATED JANUARY 10, 2019
AND
DESIGNER'S PROPOSAL DATED _____, 2019**

ATTACHMENT D

PROPOSAL PRICING FORM

GROSSE POINTE PUBLIC SCHOOL SYSTEM

**REQUEST FOR PROPOSALS
FOR
TECHNOLOGY DESIGNER SERVICES**

TECHNOLOGY DESIGNER INFORMATION:

TECHNOLOGY DESIGNER'S NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

A. TECHNOLOGY DESIGNER SERVICES PRICING

This Pricing is to reflect an award by the School District of Services contemplated in, and in accordance with, the terms and conditions of the RFP and the Contract. These are to be expressed as not-to-exceed amounts and all amounts are to include wages (and applicable taxes), benefits, costs, expenses, overhead and profit to perform all Services.

1. **Lump Sum Fee:** _____ \$ _____

AND

2. **Percentage of Cost of the Work:**

Notwithstanding the foregoing, the lump sum fixed fee is based upon a percentage of the Cost of the Work (approximately \$_____.00). In the event the Scope of Work materially or substantially changes, the percentage fee for additional or a reduction in the Project Scope shall be _____ percent (___%) of the Cost of the Work. The definitive Cost of the Work shall be determined once bids are received from the Vendors/Contractors by the Owner. Notwithstanding the Designer's Proposal, even though the Designer provided the Owner with a number of hours budgeted for Basic Services, the Designer shall provide all Basic Services to the Owner under this Agreement for the not-to-exceed lump sum fee even if it takes the Designer additional hours over its budgeted hours.

The Designer Basic Services and compensation for Designer's Basic Services includes the entire Project including all Instruments of Service through and inclusive of Project Punch-list and Closeout.

Invoices shall be provided to the Owner on a monthly basis based upon the progress of the Work completed and expenses incurred, or as otherwise agreed to in writing by the Parties in the prior month. Invoices shall include detail as to the Work performed in the prior month. Payments are due and payable thirty (30) days from the date of approval of Designer's invoice unless and to the extent reasonably disputed by the Owner in good faith and, provided work is completed to Owner's satisfaction.

Reimbursable Expenses are in addition to compensation for the Designer's Services and include expenses incurred by the Designer, Designer's employees, and consultants directly related to the Project. The Owner shall reimburse the Designer for the following expenses at the Designer's actual cost, without any mark-up, with the Owner's prior written approval in advance of the expense being incurred by Designer and shall not exceed _____ Dollars (\$_____).

3. **Additional Services:** To be negotiated and mutually agreed to in writing by the Parties prior to performance of any Additional Services, based on the following hourly rates:

Position:	Hourly Rate:
_____	\$ _____
_____	\$ _____
_____	\$ _____

4. **Number of Hours Budgeted for All Services:** _____ hours

5. **Reimbursables:** Provide a list of items for which you would require reimbursement and the percentage mark-up, if any, which you would add to reimbursable expenses. In addition, please provide a not-to-exceed allowance for reimbursable expenses on this Project.

Percentage Mark-up	_____ %
Not-To-Exceed Cost of Reimbursable Expenses	\$ _____

6. **Subconsultants:** In the event additional consultants are required to complete this Project, please state your percentage mark-up, if any, for including the services of additional consultants under your primary contract ____%.

7. Insurance:

In accordance with Paragraph 9.1 of the Contract attached to this RFP, please indicate an increase in the Technology Designer's Representative Services Pricing, if any, in the event the Owner requires the Technology Designer's representative to provide:

Basic Coverage:

Professional Liability Insurance:	\$2M/occurrence with \$4M aggregate
Commercial General Liability Insurance:	\$2M/occurrence with \$4M aggregate, \$5M umbrella

Alternate 1: \$_____

Professional Liability Insurance:	\$3M/occurrence with \$6M aggregate
Commercial General Liability Insurance:	\$3M/occurrence with \$6M aggregate, \$5M umbrella

Alternate 2: \$_____

Professional Liability Insurance:	\$4M/occurrence with \$8M aggregate
Commercial General Liability Insurance:	\$4M/occurrence with \$8M aggregate, \$8M umbrella

Alternate 3: \$_____

Professional Liability Insurance:	\$5M/occurrence with \$10M aggregate
Commercial General Liability Insurance:	\$5M/occurrence with \$10M aggregate, \$10M umbrella

B. ADDITIONAL INFORMATION REQUIRED OF DESIGNER

(Please use additional pages as necessary if needed to provide the information; however, please clearly label each corresponding section.)

1. Number of years in Technology Designer's Profession: _____
2. Identify the Principals of the Technology Designer and explain entity structure (i.e., corporation, partnership, LLC, etc.).

3. What are the major strengths your firm will bring to the Project?

4. Submit a list of all school Program your firm currently has in progress, including location, size and cost of each, as well as a contact person at each school district.

5. Submit a list of all school Program, including total dollar amount, your firm has managed in last five (5) years.

6. List all insurances that your firm has that would be applicable to the Services requested.

7. Explain how your firm provides quality control in each phase of the Project.

8. Describe your customary fee arrangement for Technology Design Services.

9. Please indicate the cost in the event the School District requires the Technology Designer to provide a performance bond in the amount of 100% of the Project at Technology Designer's sole cost and expense: \$_____

10. This RFP as well as the Contract require the Designer to prepare Detailed Design Documents setting forth in detail the requirements for the Project including the placement of all hardware and infrastructure within the School District's facilities. Specify how these Detailed Design Documents shall be prepared and describe the end product (i.e., CAD drawings or redlined blueprints).

11. Please provide a detailed list of any exceptions or special considerations your firm has to the terms and conditions of the RFP and the Contract. This must include a detailed reference to the corresponding section of the RFP the Contract, and explanations for the same. (Use additional pages if necessary).

C. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Technology Designer acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Technology Designer(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Technology Designers in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Services in strict accordance with this Request For Proposal, the Contract and our Proposal.

All Technology Designers are placed on notice that the scope of the 2018 Bond Program may be revised, expanded or reduced by the School District, as allowed by law, based on market conditions, received bids, value engineering, schedule changes, and other similar variables. Notwithstanding the above, the total budget for technology is not anticipated to change. All Technology Designers making a Proposal acknowledge that they have taken this into consideration when submitting its Proposal and your fees must accommodate changes in technologies without charge orders for Additional Services.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

I hereby certify that I am authorized to sign as a Representative for the firm.

TECHNOLOGY DESIGNER HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Name of Technology Designer: _____

(Signature/Principal)

(Name Printed)

Date: _____

FAMILIAL DISCLOSURE AFFIDAVIT

List any Familial Relationships:

By: _____

Its: _____

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____.

, Notary Public

_____, County, _____

My Commission Expires: _____

Acting in the County of: _____

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

The Designer further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Name of Technology Designer

By:

Its:

Date: _____

STATE OF _____)
)ss.
 COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____.

_____, Notary Public
_____, County, _____
My Commission Expires: _____
Acting in the County of: _____