

**Date: February 23, 2015**

**ITB#**

**Due February 27, 2015 @ 1:00 pm**

This is an Invitation to Bid.

**SECTION I  
GENERAL INFORMATION**

**I-A PURPOSE**

The purpose of this Invitation to Bid (hereinafter "ITB") is to obtain quotations for professional services to assist the Education Achievement Authority of Michigan (hereinafter the "EAA") in the contracting of a Procurement Service Provider consultant which will be used to provide expert procurement assessment experience to the EAA. The tasks may include: strategic planning, best sourcing bid review and recommendations, supplier collaboration, ideas on strategic sourcing, negotiation, and contract creation.

The services must begin on or around March 1, 2015. The contract awarded from this solicitation will be a monthly not to exceed contract price and prorated, based on actual hours of work provided.

The contract period will be from approximately **March 1, 2015 thru March 1, 2016** with two one-year options available to the EAA. The EAA does not commit to procuring services in the quantities estimated or in any other amounts.

**Proposals containing false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If in the opinion of the EAA, such information was intended to mislead the EAA in its evaluation of the proposal, and the attribute, condition of capability as a requirement of this proposal, the proposal shall be rejected.**

**I-B ISSUING OFFICE**

This ITB is issued by the EAA.

**All responses are to be posted on [www.buy4michigan.com](http://www.buy4michigan.com). All communications, questions, comments, etc. shall be posted on [www.buy4michigan.com](http://www.buy4michigan.com).**

**I-C CONTRACT ADMINISTRATION**

The resulting Contract(s) may be administered by various personnel in the EAA, authorized by the Chief Financial Officer ("CFO"). However, administration of any Contract implies no authority to

change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such contract. That authority is retained by the Chancellor of the EAA and is delegated to the CFO as an authorized representative.

#### **I-D INCURRING COSTS AND LEGISLATIVE APPROPRIATIONS**

The EAA is not liable for any costs incurred by any bidder prior to signing of a contract by all parties and delivery of services under the contract. Any costs to be paid by the EAA are limited to those authorized by the terms and conditions of any resulting Contract.

The EAA fiscal year is July 31st through June 30th. The prospective contractor is advised that payments in any given fiscal year are contingent upon enactment of EAA Board Approval.

#### **I-E PROPOSALS**

To be considered, each bidder must submit a COMPLETE response to this ITB, using the format provided in Section IV. No other distribution of proposals is to be made by the bidder. **BIDDERS MUST COMPLETE, SIGN, AND POST A COVER LETTER WITH THIS ITB.** The Proposal must include a statement that the Proposal remains valid for at least sixty days from the due date for responses to this ITB. However, the rates quoted in the PRICE PROPOSAL shall not increase for the duration of the prospective contract (see Paragraph I-D).

#### **I-F ACCEPTANCE OF ITB and PROPOSAL CONTENT**

The contents of this ITB and the proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

#### **I-G CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in their proposal whether or not the Contractor performs them. Further, the EAA will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Contractor must make timely payment to staff performing services for the EAA.

Note: If any personnel contracted through this RFP are not your employees, but that of another company, you must include a list of those companies (subcontractors), including firm name and address, contact person, complete description of skill sets to be subcontracted, and descriptive information concerning subcontractor's organizational abilities in your response. The EAA reserves the right to approve subcontractors for this work and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

#### **I-H NEWS RELEASES**

News releases pertaining to this ITB or the services, study, data, or project to which it relates will not be made without prior written EAA approval, and then only in accordance with explicit written instructions from the EAA. No results of the project are to be released without prior approval of the EAA and then only to persons designated.

## **I-I SELECTION CRITERIA**

Responses to this ITB will be evaluated based upon a Modified Two-Step Selection Process.

The EAA will evaluate the resumes and references of submitted candidates. Selection will be based on a best value evaluation using the criteria identified in the ITB and the monthly rate provided by the Contractor. Other selection criteria or tools which may be in the best interest of the EAA may be utilized to make a selection. The CFO along with an evaluation panel will review and rank all resumes received.

The EAA may contact the Contractor to request an interview with the candidate. The Contractor will be responsible for setting up all interviews. At the EAA's discretion, the interview may be conducted over the telephone. The EAA may, at its discretion, request a face-to-face interview. In this case, all expenses, travel or otherwise, resulting from such a request shall be borne by the Contractor.

Once the resumes have been ranked, the second step will involve a review of the proposed monthly rates to the ranking of personnel. The evaluation panel will prepare a recommendation of award based on the Reasonable Cost Methodology described below.

The proposal with the highest ranked personnel in Step I will be given first consideration of award. If the EAA determines that the price proposal of the bidder with the highest ranked personnel is unreasonable and an acceptable price cannot be negotiated, then the EAA can consider the bidder's price proposal with the next highest ranked resume. This evaluation process will continue until a recommendation of award can be made in the best interest of the EAA.

## **I-J INDEPENDENT PRICE DETERMINATION**

Contractor's proposal shall include a cost proposal providing a monthly rate for each of the staffing classifications requested. The rates must incorporate any direct or indirect costs, including travel. The only exception is travel as defined Section 1.103(B). The cost proposal shall state no other rates, amounts or information. No text is to be inserted that could be construed as a qualification of the rates proposed.

The EAA anticipates the professional staff provided by the Contractor to work 20 hours a month.

1. By submission of a proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; and
  - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award directly or indirectly to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing the proposal certifies that she/he:
  - a. Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a., b., and c. above; or
  - b. Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1.a., b., and c. above.
3. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify 1.a., c., or 2, above. If 1.b. has been modified or deleted, the proposal will not be considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

**I-K WWW.BUY4MICHIGAN.COM (SEE ALSO PARAGRAPH IV-G)**

PROPOSALS MUST BE POSTED ON WWW.BUY4MICHIGAN.COM ON OR BEFORE THE DUE DATE AND TIME SPECIFIED ON THE COVER PAGE OF THE ITB. Bidders are responsible for timely posting of their response. PROPOSALS WHICH ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME OR IN ANY OTHER FASHION CANNOT BE CONSIDERED.

**I-L DISCLOSURE**

All information in a bidder's proposal and any Contract resulting from this ITB is subject to disclosure under the provisions of the "Freedom of Information Act.", 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**I-M AWARD**

The EAA reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the CFO's judgment, the best interest of the EAA will be so served. In determination of awards, the qualifications of the bidder and the conformity with the specifications of services to be supplied will be considered.

**I-N MODIFICATIONS, REVISIONS, CONSENTS AND APPROVALS**

Any contract resulting from this ITB may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Additional services which are outside the Scope of Services of this Contract shall not be performed by the Contractor without the prior, written approval of the EAA. Additional services, when authorized by an executed contract, change order, or an amendment to this Contract, shall be compensated by a fee mutually agreed upon between the EAA and the Contractor.

## **I-O CONTRACT DOCUMENTS**

The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. EAA ITB and any Addenda thereto;
2. Contractor's response to the EAA ITB and Addenda; and
3. All amendments and change orders as written and properly approved.

All responses, representations, and assurances contained in the Proposal are incorporated into and are enforceable provisions of any Contract entered into as a result of this ITB. In the event of any conflict between the provisions of the ITB and the Contractor's response to the ITB, the terms of any Contract and the ITB shall prevail in that order of supremacy.

## **I-P SPECIAL TERMS AND CONDITIONS**

1. Normal EAA work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.
2. All work will be performed at the EAA's central office, unless otherwise agreed to by both parties.
3. The Contractor, during the performance of services detailed in this ITB, will be responsible for any loss or damage to original documents, belonging to the EAA when they are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.
4. All questions, which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the EAA.
5. The Contractor shall agree that it will not volunteer, offer, or sell its services to any litigant against the EAA, employees and officials, with respect to any services that it has agreed to perform for the EAA, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.
6. All work prepared by the Contractor during the execution of this contract shall be considered works made by hire and shall belong exclusively to the EAA and its designees, unless specifically provided otherwise by mutual agreement of the authorized representatives of the Contractor and the EAA. This includes, but is not limited to, all new business processes created, all planning and design work performed, all technology developed, the source and object code of all software programs and systems, any business objects or databases created, all related documentation (written or automated), and all documents and reports.

If by operation of law any of the work, including all related intellectual property rights is not owned in its entirety by the EAA automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the EAA and its designees the ownership of such work, including all related intellectual property rights. The Contractor agrees to provide, at no

additional charge, any assistance and to execute any action reasonably required for the EAA to perfect its intellectual property rights with respect to the aforementioned work. If the Contractor uses any subcontractors to perform and prepare any of the work, the Contractor shall insure through agreement with the subcontractors that all intellectual property rights in any of the work shall belong exclusively to the EAA. Failure of the Contractor to insure such rights may be considered by the EAA to be a material breach of this contract.

7. The Contractor shall agree that they will not furnish or disclose any items owned by the EAA to a third party without the written permission of the EAA. This includes both items created as part of this contract and items owned by the EAA that are incidental to the contract. The Contractor shall also agree not to use items owned by the EAA for other purposes without the prior written permission of the EAA.
9. Individuals assigned by the Contractor are employees of the Contractor, and are not, under any circumstances or conditions, employees of the EAA.

The EAA will retain the right to release outright or request the replacement of any person who is working at an inferior level of performance. The Contractor will be given 24 hours advance notice of this action.

12. The Contractor's name, logo, or other company identifier may not appear on documentation delivered to the EAA without written authorization from the Contract Administrator. An exception to this will be transmittal of cover letters showing delivery of said documents.
13. The Contractor will certify in writing that it is in conformance with all applicable federal and state civil rights and practices equal employment opportunity for all persons regardless of race, creed, color, religion, national origin, gender or handicap; it is also in conformance with the requirements of the Americans with Disabilities Act. Failure to comply with the aforementioned laws may result in termination of the contract.
14. The Contractor shall use all software in accordance with the EAA's license agreements and any further restrictions imposed by the EAA. The Contractor shall not make any unauthorized copies of any software under any circumstances. Contractors found copying or knowingly using copyrighted software other than for backup purposes are subject to progressive disciplinary action. Contractors shall not provide software to any outsiders including consultants, local governmental units, and others when this would be a violation of law or copyright agreements.
15. Contractors are responsible for maintaining the confidentiality of their passwords and are liable for any harm resulting from disclosing or allowing disclosure of any password. Any conduct that restricts or inhibits the legitimate business use of EAA systems or network is prohibited. Each person must use EAA systems and networks only for lawful purposes. Specifically prohibited is any use of EAA systems or disclosure of any data which would constitute a criminal offense, give rise to civil liability, violate any EAA policy, or otherwise violate any applicable local, state, or federal law. This also applies to any computer systems or networks that are accessed from EAA computer systems or networks.

## **I-Q EAA AND CONTRACTOR RESPONSIBILITIES**

### **EAA Responsibilities:**

1. Provide bid documents and negotiated timeframes for bid evaluation and any negotiation and contract creation services.
2. Provide a single point of contact for all questions and document submittal services.
3. Provide all answers to bid, negotiation and contract creation questions and act as a liaison to all subject matter experts within the EAA.
4. Provide, if requested, travel and related expenses for any onsite related bid development, negotiation and or contract creation services.
5. Provide, if on site, access to Facsimile equipment for items that are project-related.
6. Provide, if on site, computer hardware and software, as deemed necessary, for all temporary staff/personnel working within the EAA.

**Contractor Responsibilities:**

1. Provide procurement related professional services up to 20 hours a month.
2. Provide those services requested based on staff having the qualifications identified in this ITB.
3. Provide services on an as needed, if needed, basis. The exact timing and scheduling of the services shall be between the EAA and the contractor at the time of need.
4. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the EAA as identified herein.
5. The Contractor shall replace all personnel whose work was found to be unsatisfactory within 24 hours of notification. Replacement of discontinued staff will be at the EAA's sole discretion; the EAA is not obligated to replace terminated or withdrawn individuals.

In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the EAA will advise the Contractor which of the following three options will be employed:

- The EAA can request the same Contractor replace the individual with an individual of equal or greater qualifications.
  - The EAA can choose from the other candidates submitted in response to the ITB, if they are still available and the proposed rates are still valid.
  - The EAA can re-issue the ITB and obtain a new list of candidates and monthly rates from eligible Contractors.
6. Contractor shall ensure that staff proposed for assignment are fully trained and meet the skill set requirements of the job position being filled.
  7. Provide parking for Contractor's staff if/when working on site.
  8. Phone calls not related to the project are not to be charged to the EAA.

9. The Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors. Contractor shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensure personnel understand the work to be performed to which they are assigned.
- Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the EAA.
- Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the EAA.
- Regularly assess personnel performance and provide feedback to improve overall task performance.
- Ensure high quality results are achieved through task performance.
- Provide training.

## **SECTION II CONTRACTUAL SERVICES TERMS AND CONDITIONS**

The following are **MANDATORY TERMS** to which the Contractor **MUST** agree without word modification.

### **II-A CONTRACT PAYMENT**

The EAA shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed Purchase Order ("PO").

The services shall be invoiced on a monthly basis. The Contractor shall invoice the EAA in accordance with the payment provisions of the Contract. Invoices must list the PO number, projects worked on, the ITB number, and monthly rate.

The EAA shall not be liable to pay the Contractor for any hours worked in excess of the rate stated in the PO. If fewer than 20 hours are worked in a month, the EAA will only be responsible for paying the pro rata share of Contractor's monthly rate. The EAA will not pay the Contractor for overtime, holiday or other premium charges or other benefits.

The Contractor shall not receive payment for Services the EAA finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule or regulation.

### **II-B ACCOUNTING RECORDS**

The Contractor agrees that the EAA may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the EAA during the audit and produce all records and documentation that verifies compliance with the Contract requirements.



## II-C CANCELLATION

The EAA may cancel this Contract without further liability or penalty to the EAA, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the Contract the EAA may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the EAA by law or equity, the Contractor shall be responsible for all costs incurred by the EAA in canceling the Contract, including but not limited to, EAA administrative costs, attorneys fees and court costs, and any additional costs the EAA may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall be subject to the dollar limitation of liability as provided in Section II-D.

In the event the EAA chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. **Cancellation For Convenience By the EAA.** The EAA may cancel this Contract for its convenience, in whole or part, if the EAA determines that such a cancellation is in the EAA's best interest. Reasons for such cancellation shall be left to the sole discretion of the EAA and may include, but not necessarily be limited to (a) the EAA no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the EAA. The EAA may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the EAA chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. In the event that funds to enable the EAA to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the EAA shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The EAA shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a EAA, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for the EAA employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the EAA, reflects upon the Contractor's business integrity, the EAA may cancel the Contract effective immediately as of the date stated in written notice to Contractor.
5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

## **II-G ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the EAA. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the EAA's CFO.

## **II-H DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the EAA's CFO has given written consent to the delegation.

## **II-I NON-DISCRIMINATION CLAUSE**

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

## **II-J UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the EAA shall not award a Contract or subcontract to an employer whose name appears in the current register of employers

failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the EAA, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the EAA may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

## **II-K SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

## **II-L GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## **II-M NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this ITB shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

## **II-N SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

## **II-O HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

## **II-P RELATIONSHIP OF THE PARTIES**

The relationship between the EAA and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the EAA for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

## **II-Q MISCELLANEOUS**

1. The Contractor covenants that it is not, and will not become, in arrears to the EAA upon any contract, debt, or any other obligation to the EAA, including real property and personal property taxes.

## 2. AUTHORIZATION & CAPABILITY

- a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
- b. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

### **SECTION III WORK STATEMENT**

- A. Brief Description of Work - The EAA is based in Detroit, Michigan. For the current school year, the EAA has an enrollment of approximately 6,200 students in grades PK-12 across six (6) high school buildings (grades 9-12) and six (6) elementary/middle school buildings (grades PK-8). The purpose of this ITB is to identify a proven Proposer(s) able to offer the professional services identified below to these schools.
- B. The EAA is seeking responses from qualified entities to provide Governmental Purchasing bid assessment, review and recommendation services during the 2014-2015 and 2015-2016 school year. The EAA may select one or more entities to provide these services to the entire district or at specific schools. The process will include a review and evaluation of a Proposer's resume and pricing contemplated by this ITB. To the extent that a Proposer has past experience providing similar services to other educational/Governmental entities, this information should be highlighted and included in their Resume.
- C. Background on the work requested – The EAA is a special authority, created to operate the lowest five (5) percent of performing schools in the state of Michigan that are not achieving satisfactory results on a redesign plan or that are under an Emergency Manager. It is designed to provide a new, stable, financially responsible set of public schools that create the conditions, supports, tools and resources under which teachers can help students make significant academic gains. It has been initially applied to twelve public schools and three charter schools in Detroit and may ultimately be expanded to include low performing schools throughout Michigan
- D. Objectives – To provide government purchasing related expertise on requests for proposals, bids, during contracts negotiations, contract creation, and other procurement related matters as assigned by the CFO.
- E. Location where the work is to be performed – All work to be performed at the EAA's central office, unless a different location is mutually agreed upon by the EAA and the contractor.
- F. EAA's contract/project manager for the work – to be assigned by the CFO
- G. The numbers of personnel by skill set (classification) – One

#### **Purchasing Analyst/Consultant Senior**

Governmental Purchasing Analyst/Consultant capabilities with 15 or more years of experience in the field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.

**SECTION IV  
INFORMATION REQUIRED FROM BIDDERS**

**IV-A. SECTION IV INFORMATION REQUIRED**

1. Name and date of availability of the candidate.
2. The resume(s) of the actual individual(s) proposed.
3. Payment Rate for resume submitted. Monthly Payment rates may not exceed the rates in the Contract unless otherwise agreed to through modifications to the contract. However, the Payment rates may be less, depending on the EAA's requirements, nature of the job market, and candidate's abilities.
4. A signed commitment letter from the individual referencing the ITB number, with the candidate's name, signature, and date. Blanket commitment letters for all ITB's will not be accepted.
5. During the response period, the Contractor may request any clarification needed on the Statement of Work.

**IV-B ADDITIONAL INFORMATION AND COMMENTS**

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

**IV-C PRICE PROPOSAL**

1. All rates quoted in bidder's response to this ITB will be firm for the duration of the contract. No price increases will be permitted.
2. Pricing  
Classification/skill set: \_\_\_\_\_  
Monthly Rate: \$ \_\_\_\_\_

3. Independent Price Determination. Include a statement substantially as follows:

"This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled 'Independent Price Determination' in Part I of the ITB to which this proposal is a response."

**IV-D PROPOSAL SUBMITTAL**

Submit each qualified name and resume and Price Proposal in accordance with the following instructions:

1. ALL RESPONSES MUST POST TO WWW.BUY4MICHIGAN.COM NO LATER THAN 1:00 P.M. ON THE DUE DATE AS INDICATED at the beginning of this ITB.

2. Submit with your proposal a signed cover letter with the company name, vendor ID number, and ITB number.