



LIVINGSTON EDUCATIONAL SERVICE AGENCY
REQUEST FOR PROPOSAL
LED Display Board
RFP # *23-24 LED Display*

January 25, 2024

Due Date: February 12, 2024
1:00 pm EST
Livingston ESA Education Center Building

REQUEST FOR PROPOSAL

LED Display Board

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1.0 INSTRUCTION TO VENDORS

Your proposal must be prepared in compliance with provisions, conditions, specifications and instructions of this Request for Proposal. Failure to comply with all provisions, conditions, specifications and instructions of this RFP may result in disqualification of your proposal.

Completed proposal documents must be received by mail or delivery no later than **1:00 pm** local time prevailing, **February 12, 2024**. You must submit one (1) signed original and one (1) copy of the proposal. Any proposal received after the time stipulated will not be considered, but will be rejected and returned unopened to the Vendor. Proposals received by facsimile transmissions or electronic mail will not be considered valid.

A. Address Proposals to:

Livingston Educational Service Agency
Attention: Stephanie Weese
RFP # 23-24 LED Display
1425 W. Grand River Ave
Howell, MI 48843

- B. Proposals will be publicly opened and read in the conference room at the same address and time.
- C. Before submitting a proposal, each Vendor shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.
- D. Questions concerning this RFP should be directed to *Stephanie Weese, Assistant Superintendent*, (517) 540-6810.
- E. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Livingston Educational Service Agency of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from Livingston Educational Service Agency. The Vendor is responsible for clarifying any

ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.

- F. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Vendor, shall be included in the proposal.
- G. All addenda will become part of this RFP. No allowance will be made after proposals are received for oversight, omission, error or mistake by Vendor.
- H. All proposals and any accompanying documents become the property of the Livingston Educational Service Agency and will not be returned.
- I. Livingston Educational Service Agency reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- J. Receipt of proposal materials by Livingston Educational Service Agency or submission of a proposal to the District offers no rights against the District nor obligates the District in any manner.
- K. Livingston Educational Service Agency reserves the right to reject any or all proposals in whole or in part, and in the interest of uniformity of design and equipment, delivery time or preference, to waive minor irregularities in proposals, and to award to other than the low respondent. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.
- L. All proposals shall be a matter of public record subject to the provisions of Michigan law.

2.0 SCOPE

The intent of this Request for Proposal is for the provision of LED Display Boards, all in accordance with the provisions, conditions, specifications and instructions set forth in this RFP. The proposal is not and should not be construed as a contract.

3.0 COMPETITION INTENDED

It is the Livingston Educational Service Agency's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the District in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The District must receive such notification not later than ten (10) days prior to the date set for acceptance of proposals.

4.0 BACKGROUND INFORMATION

Livingston ESA is seeking sealed bids for an estimated quantity of 12 LED video screens that can be used in multiple configurations together or separately for education. The bid shall include the delivery, installation, configuration, professional development and testing of hardware, software and system components for a turn-key solution. Pricing for the system through December 31, 2024.

5.0 VENDOR RESPONSIBILITIES

The following is a list of tasks required of the vendor awarded this bid. The list is not meant to be an all inclusive list, but the general guidelines of the duties we will be expecting from Livingston Educational Service Agency. You are the experts, and in being so, we will count on you as the vendor to have your bid response filling in any areas that are necessary to make this installation a success.

The vendor will provide a comprehensive bid that fully details the features of functions of the proposed solution, including the following specifications

5.1 SPECIFICATIONS

- 12 Video screens
- Ability to configure the screens into multiple layouts, including single usage.
- Necessary structure ground support for LED screens.
- Equipment to display images to the video screen both as one big screen and two screens.
- IP65 LED panel specification of 3.9 pixel pitch that is 500mm x 1000mm.
- Include all cabling such as data, power, and jumpers.
- LED processors to support both setups as one screen or two screens.

- Industry grade travel case/storage for system; case/storage should have wheels.
- LED video panel curriculum with industry recognized certification and tests (indicate software access duration)
- Professional development for teachers
- Include technical support and software upgrades
- Extended warranty for equipment and software
- Shipping and handling included in price
- Hardware support, repair, replacement and warranty process and procedures
- Detailed pricing includes delivery, configuration, testing of hardware and software
- Must be delivered by May 30, 2024
- Include pricing of lift gate

5.2 ADDITIONAL GENERAL REQUIREMENTS

- Pricing shall remain firm from February 12, 2024 through December 31, 2024. Any inability of the contractor to hold prices for the entire bid term must be clearly identified as an exception. Preference may be given to contractors who honor unit pricing for the entire bid term. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the RFP.

6.0 PROPOSAL FORMAT

Your proposal format should include:

- A. Name, address, principle place of business, telephone number of legal entity with whom the Agreement is to be written, and name of the primary contact.
- B. Name, address, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, CEO, CFO, etc.)
- C. Legal Status of the Vendor and year entity was established.
- D. Federal employer ID number and a completed W-9 form (enclosed).

- E. Letter of Transmittal - (a formal letter from the Vendor prepared in standard business format). It should be brief and signed by a person who is authorized to commit the Vendor's organization to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.
- F. An Executive Summary - (provides a high-level description of the Vendor's ability to meet the requirements of the RFP with pertinent information relative to the firm's background, expertise and qualifications to accomplish all tasks set forth in this RFP).
- G. A detailed list of other facilities similar to Livingston Educational Service Agency that the Vendor services or has served (e.g., facility name, contact, position, address and telephone number of the facility, length of time served and dates served).

7.0 CONTRACT TERMS AND CONDITIONS

7.1 INSURANCE

A. Vendor Insurance Guidelines

The Vendor shall provide Livingston Educational Service Agency at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the District, as listed below:

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance; Proof of this coverage will need to be available if requested by the District.
- 2) Without exception, vendor is required to provide Livingston Educational Service Agency with proof of General Liability insurance at the following limits:
 - Minimum limit of \$1,000,000 for projects under \$1,000,000
 - Minimum limit of \$2,000,000 for projects with property values between \$1,000,000 and \$10,000,000
 - Liability limit of \$3,000,000 for projects greater than \$10,000,000

B. Livingston Educational Service Agency shall be named as Additional Insured on Commercial General Liability Insurance.

This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

C. Insurance Requirements - During the performance and up to the date of final acceptance of the work, the Vendor must effect and maintain insurance hereafter listed below:

- 1) The Vendor shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- 2) The Vendor Shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits as noted in Section A (2) above.

D. Worker's Compensation Insurance, Commercial General Liability Insurance's described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Stephanie Weese, Livingston Educational Service Agency, 1425 W. Grand River Ave., Howell, MI 48843."

E. If any of the above coverage expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to Livingston Educational Service Agency at least ten (10) days prior to the expiration date.

7.2 INDEMNIFICATION

A. The Vendor shall indemnify and hold harmless Livingston Educational Service Agency, its officers, agents, and employees from:

- 1) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- 2) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub

or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- 3) Livingston Educational Service Agency will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.
- 4) The Vendor shall pay Livingston Educational Service Agency any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

7.3 CONFLICT OF INTEREST

The respondent shall disclose and describe any business, financial, pecuniary or familial relationship existing between the Vendor (or any officer, agent, or employee of the Vendor) and any officer, employee, agent or board member of the Livingston Educational Service Agency. This should be done via a signed, notarized copy of the Livingston Educational Service Agency "Familial Disclosure Form" in compliance with MCL380.1267. The Livingston Educational Service Agency shall not accept a bid that does not include this sworn and notarized disclosure statement.

7.4 EXEMPTION FROM TAXES

Livingston Educational Service Agency is exempt from all federal, state and local taxes. Livingston Educational Service Agency shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the District.

7.5 ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of Livingston ESA.

7.6 DEFAULT AND TERMINATION

In the event the Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria,

Livingston Educational Service Agency may notify the Vendor of such default in writing.

Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor or, in the case of notice by the Vendor, to any person designated by Livingston Educational Service Agency or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for Livingston Educational Service Agency in the case of notice by the Vendor.

Failure on the part of Livingston Educational Service Agency to notify the Vendor of default shall not be deemed a waiver by the District of the District's rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.

Upon receipt of notice of default from Livingston Educational Service Agency, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of the District, the District shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to the District for damages sustained by virtue of any default by the Vendor.

The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event the Livingston Educational Service Agency prevails, the Vendor shall pay all expenses of such action including the District's attorney fees and costs at all stages of the litigation.

7.7 INTEGRATION

All RFP documents and addendum, respondent's response to this RFP, subsequent purchase orders, and contract to the successful respondent contains the entire understanding between the parties.

All instructions are to be considered an integral part of all proposals. Failure to include in the proposal all information requested may be cause for rejection of this proposal.

8.0 EVALUATION OF PROPOSALS AND AWARD

- A. Livingston Educational Service Agency, at its sole discretion, shall determine whether particular Vendors have the basic qualifications to conduct the desired service for the District. In determining whether a Vendor possess the basic qualifications to operate, the District may consider the following: (a) the proposal price; (b) company experience; (c) thoroughness of the proposal and compliance with specifications; (d) clarity and detail of submitted proposal; (e) reputation and prior performance of software.
- B. Award shall be made to the most responsible Vendor whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation factors set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between the District and the Vendor.
- C. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
- D. It is our intention to consider the original proposal as a best and final offer. Only clarifications, as part of the discussion, will be considered after the evaluation of the proposal. Clarifications or corrections shall not alter the Vendor's price contained in the proposal.
- E. By submission of proposals pursuant to this RFP, Vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
- F. The proposal of the successful respondent becomes a formal contract, and should be signed by an authorized representative. A proposal in response to this RFP is an offer to contract with Livingston Educational Service Agency based upon the terms, conditions, and scope of work and specifications contained in the RFP.
- G. If the successful and most responsive Vendor fails to sign contract documents within 10 days, the District may annul the award. Upon annulment of the award as aforesaid, the District may then award the contract to the next highest ranked Vendor. Livingston Educational Service Agency retains the right not to make any subsequent award.
- H. All Vendors, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.
- I. Livingston Educational Service Agency has the right to use, as the District determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.

- J. The successful proposal or portions thereof shall be incorporated into the resulting Agreement.
- K. Vendors must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
- L. Submission of a proposal will be construed to mean that the respondent is fully informed as to the extent and character of the software required and can furnish the item(s) in complete compliance with the specifications and at prices quoted. All proposals must be valid for 60 days from the proposal submission date.

AGREEMENT PAGE

This bidder certifies that he/she shall operate in accordance with all applicable State and Federal regulations.

The bidder certifies that all terms and conditions within the Bid Solicitation/Proposal shall be considered a part of the contract as if incorporated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year.

ATTEST:

SCHOOL AUTHORITY:

Name

Title

Date

ATTEST:

VENDOR:

Name

Title

Date

Appendix A

LIVINGSTON EDUCATIONAL SERVICE AGENCY FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

Important: This Disclosure statement must be included with you bid as required by state law (Public Act 232 of 2004).

As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Livingston Educational Service Agency board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. Livingston Educational Service Agency – board, intermediate school board, or board of director shall not accept a bid that does not include this sworn and notarized disclosure statement.

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I state that no familial relationship exists between the owner or any employee of the company and any member of the *Livingston Educational Service Agency board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy*. If such a relationship exists, please explain:

By: _____(signature)

Title: _____(type or print)

Date: _____

Subscribed and Sworn to Before Me:

This ____ day of _____, A.D., in and for the County of

Michigan. My commission expires _____.

Signature of Notary

AFFIDAVIT OF BIDDER
IRAN ECONOMIC SANCTIONS ACT

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the Iran Economic Sanctions Act (MCL 129.313), hereby represents and warrants that it is not an "Iran linked business".

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

_____, Notary Public
_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____