



**LENAWEE INTERMEDIATE SCHOOL DISTRICT (LISD)
ADRIAN, MICHIGAN
REQUEST FOR PROPOSALS**

DATA WAREHOUSE SOLUTION

Issue Date: December 15, 2023

Due Date: January 15, 2024 @ 11:00 AM (local time)

The Lenawee Intermediate School District (LISD) located in Adrian, Michigan is seeking proposals from qualified vendors for the provision of a cloud-based comprehensive data warehouse solution which will allow the LISD and its 11 constituent local school districts to manage student data from multiple sources for operational reporting, data analytics, and related purposes.

About the Lenawee Intermediate School District (LISD)

The Lenawee Intermediate School District (LISD) is a regional education service provider organized and operating under Part 7 of Michigan's Revised School Code, MCL 380.1 et seq. The LISD provides educational programs and services to students through center-based programs operated by the LISD (i.e. career and technical education, special education, and middle college programs) and to students enrolled in and educators working in one of the LISD's 11 constituent local school districts.¹

As of the 2022-2023 student enrollment count, there were 14,406 K-12th grade students enrolled in educational programs at the LISD and/or one of the LISD's 11 constituent local school districts.² The student enrollment count by district is as follows:

District	2022-2023 Student Count (FTE)
Addison Community Schools	717
Adrian Public Schools	2,771
Blissfield Community Schools	1,134
Britton Deerfield District	392
Clinton Community Schools	1,257
Hudson Area Schools	1,244
Madison School District	1,644
Morenci Area Schools	535
Onsted Community Schools	1,219
Sand Creek Community Schools	783
Tecumseh Public Schools	2,563
Lenawee ISD	479

¹ The LISD's constituent local school districts are: Addison Community Schools, Adrian Public Schools, Blissfield Community Schools, Britton Deerfield Schools, Clinton Community Schools, Hudson Area Schools, Madison School District, Morenci Area Schools, Onsted Community Schools, Sand Creek Community Schools, and Tecumseh Public Schools.

² Source: www.mischooldata.org

Collectively, there were 2,105 students with disabilities and 51.65% of the student population are economically disadvantaged.

The LISD also operates the LISD TECH Center, a regional career and technical education (CTE) high school for students enrolled in 11th or 12th grade. During the 2022-2023 school year, approximately 1,100 Lenawee County 11th or 12th grade students attended school for part of the day at the LISD TECH Center.

For more information about the LISD, please visit www.lisd.us.

Current Data Warehouse Solution

The LISD and select LISD constituent school districts current use the Illuminate DnA data solution for data warehouse purposes. The LISD's primary reason from seeking an alternative solution is that Illuminate DnA does not currently integrate with the Michigan Data Hub.

Current Student Information System (SIS) and other Student Applications/Systems

The LISD and the LISD's constituent local school districts currently use Infinite Campus' student information system and Illuminate Special Education for students with disabilities.

In addition to Infinite Campus' SIS, the LISD and many of its constituent local school districts utilize the following student applications/systems/assessments:

- M-Step
- SAT
- PSAT
- NWEA
- I-Ready
- Renaissance Star
- SWIS
- MiMTSS
- Acadience
- Mi-PHY
- FastBridge

The selected data warehouse solution must be capable of automatically receiving data from the Michigan Data Hub while also being capable of receiving data from those systems/applications/assessments which are not currently in the DataHub via a secure upload site.

Michigan Data Hub Integration Requirement

The Michigan Data Hub is a collaborative, statewide effort to address challenges in managing and using school data. The work of this initiative has centered around creating an ecosystem where information is exchanged between the large number of disconnected data systems used by schools in the state based on pre-defined standards. Please visit: <https://www.midatahub.org/> for more information about the Michigan Data Hub.

The data warehouse solution selected by the LISD must seamlessly integrate with the Michigan Data Hub allowing for the easy, natural, and automated transfer of data between the Michigan Data Hub and the data warehouse solution selected by the LISD. Data warehouse solutions that do not integrate with the Michigan Data Hub will not be considered by the LISD.

Project Background and Purpose

The LISD is issuing this request for proposals (RFP) for the purpose of soliciting proposals from qualified firms with the intention of identifying and contracting with a single firm to provide or build a comprehensive, cloud-based data warehouse solution which will allow the LISD and its 11 constituent local school districts to manage student data (including, but not limited to, student demographics, enrollment information, transcript grades, assessment scores, attendance, behavior, state-defined programs, and individual district-defined programs) from multiple sources for operational reporting, data analytics, and related purposes.

The primary purpose of the data warehouse solution is to make readily accessible student and related data to school administrators, teachers, and other educators who will analyze the information for planning, problem solving, and decision making to improve student performance. The selected data warehouse solution must be capable of providing information on-demand and within 48-72 hours (or less) of receiving results from student assessments.

The LISD expects that all respondents to this RFP will have documented experience providing data warehouse solutions to early childhood - 12 school districts. The selected data warehouse solution will provide a secure, centralized, data repository that integrates data from various sources to empower LISD and LISD constituent district staff to make data-informed decisions. The selected data warehouse solution must be capable of storing current and historical data in support of operational reporting, institutional analytics, research, and related purposes.

The data warehouse solution must allow users to quickly access summarized data, while also allowing users to drill-down to the lowest level of granularity. The data warehouse solution must integrate source data from the Michigan Data Hub and all other LISD and LISD constituent school district data systems. The data warehouse solution must be capable of managing extensive amount of data to enable multiple types of complex analyses for LISD and LISD constituent district staff serving over 15,000 students. The data warehouse solution must provide rapid response times even when deployed to all of the administrators, teachers, and other educators throughout the LISD system (i.e., 2,000 people).

The LISD prefers a data warehouse solution that has the ability to add new elements, constraint rules, and reports in order to address new questions as they arise. The system must also accommodate changes in data sources as the LISD and its constituent local school districts upgrades, replaces, and adds systems/applications. The data warehouse solution must allow for the import of new/novel data sets which would be available to view in the data warehouse within three (3) days. The data warehouse

solution must be capable of responding to report requests from the Michigan Department of Education (or any other state department) by creating templates and reporting tools as these initiatives arise.

Data Warehouse Solution Scope of Work

A. Project Details

The LISD requires a comprehensive data warehouse solution that provides secure, accurate, flexible, and rapid analysis of data and associated metadata. The data warehouse solution must be capable of ingesting data from various sources, clean the data, and store the data in an intuitive format that allows for analysis through a variety of reporting tools.

B. Required Tasks and Services

The comprehensive data warehouse solution selected by the LISD will provide a solution where data is landed, blended, and made available for operations, reporting, analytics, and similar purposes. The LISD is seeking a provider that will provide a solution that meets all of the following requirements:

1. The data warehouse will store of all of the LISD's and LISD constituent local school district's student data, with historical reference points indefinitely.
2. The data warehouse must be capable of seamlessly ingesting data from various sources and allow an unlimited number of formats (i.e., SQL, MS Access, .csv, .txt, fixed-length, etc.).
3. The data warehouse solution must provide for, create, and maintain meta data cataloging and mapping from source systems into downstream views. These must be human readable.
4. The data warehouse solution must be scalable to meet future needs, including capable of adding new systems and files for disparate sources.
5. The data warehouse solution must provide methods for monitoring performance and error tracking at all stages.
6. The data warehouse solution must support structure and model version history in addition to data history.
7. The data warehouse solution must provide access control, auditing, and other industry-standard security measures designed to safeguard all LISD and LISD constituent school district data; with the ability to consume role-based security attributes from source systems, and the ability to create new security roles as needed.
8. The data warehouse solution must have a robust, role-based security model that leverages user authentication technologies

such as single sign-on with LISD existing authentication system (Azure Active Directory B2C).

9. The data warehouse solution must follow industry standard best practices for data storage and retrieval.
10. The data warehouse solution must include training and support necessary for LISD and LISD constituent district staff to properly access and use the data warehouse solution after implementation.
11. The data warehouse solution must include user-friendly documentation around the use of the data warehouse solution such that the documentation can be made available to solution users at any time.
12. The data warehouse solution must be accessible by multiple, proven reporting tools. Examples include, but are not limited to, Cognos, PowerBI, Excel, and direct access through vendor tools.
13. The data warehouse solution must seamlessly integrate with the Michigan Data Hub.
14. The data warehouse solution must support information lifecycle management best practices.
15. The data warehouse solution must reside in the cloud as any of the following: SaaS, PaaS, or IaaS, etc. The cloud server location must be transparent.
16. The data warehouse solution must match, deduplicate, and normalize data to ensure data quality.
17. The data warehouse solution must support modification to data structures without requiring that data be unloaded and reloaded.
18. The selected respondent must be available for on-going support of the data warehouse solution. The on-going support must be capable of providing robust support minimally during the traditional school/workday (i.e., 7 AM - 5 PM, eastern standard time). The LISD seeks a solution that offers web-based (i.e., chat) level support and troubleshooting.
19. The data warehouse solution must have data visuals with multiple intersecting data points such as, demographics, academic, and perceptive data.
20. The data warehouse solution must be capable of being used by multiple school districts, while allowing for individual user access and system capability parameters to be established (i.e., limit a user to only their district or only the user's student's data).

21. The data warehouse solution must provide a customizable individual reading improvement plan (IRIP) template.
22. The data warehouse solution must provide early warning intervention monitoring systems behavior integrations with Infinite Campus' student information system and/or PBIS Apps SWIS.

C. User Training

Respondents must provide a plan for training approximately 50 people consisting of the Lenawee County curriculum leader group and additional representatives from the LISD. Additionally, the selected respondent will provide a thorough plan on how the respondent will assist the LISD in rolling out implementation of the data warehouse solution to educators during the 2024-2025 school year, including, but not necessarily limited to, ongoing support for the Lenawee County curriculum leader group through at least the 2024-2025 school year.

In addition to a robust training plan for the curriculum leader group, the selected respondent should plan to provide user training sessions to approximately 150 Lenawee County school principals, assistant principals, and other leaders.

D. Ongoing Maintenance and Support

Respondent must include as part of its overall data warehouse solution maintenance support capabilities 24 hours a day, 7 days a week, and 365 days per year. Support must be available through a toll free or local access phone line and an online support request system. This support service will provide same day response to questions and provide the LISD and LISD constituent school district personnel with a single point of contact for all data warehouse system-related issues.

The LISD prefers a respondent who is capable of providing an online support knowledge base that is accessible by designated LISD and LISD constituent local district technical support personnel to assist in diagnosing and resolving support issues.

Respondents shall describe their support structure, their ability to provide the level of support required by the LISD and identify the support team members and their responsibilities. Respondents should also provide proof of prior support performance.

Respondents must list and define the priority levels assigned to support calls by the respondent, and specify the target response time, average response time, target resolution time, and average resolution time for each priority level. Response time is the time from when a support call is placed to the time when someone qualified to diagnose and resolve the problem – not just an operator who logs the call. Resolution is the time from when the support request is placed to when it is solved to the customer's satisfaction and closed.) Specifically define the escalation procedures for service interruptions, including:

- Definition of “Major Outage”.
- Guaranteed response times for repair.
- Capabilities and responsibilities.
- List of Names/Positions with associated contact information for escalation of situations.

Confidentiality of Student Education Records

The selected respondent will provide the data warehouse to the LISD and the LISD's constituent school districts as a “school official” as that phrase is defined in the Family Educational Rights and Privacy Act (“FERPA”). This means that the respondent will be performing a function for which the LISD and/or the LISD's constituent local school districts would otherwise use its own employees and/or resources for. This includes, but is not expressly limited to, the respondent performing, on behalf of the LISD and the LISD's constituent local school districts, the function of integrating and storing education data, including, but not limited to, maintaining security and controlling access to the data.

As a “school official” under FERPA, the selected respondent and all LISD and LISD constituent school district data will be under the direct control of the LISD and the LISD's constituent school districts with respect to the use and maintenance of all disclosed personally identifiable student education records that are provided to and/or maintained by the selected respondent's data warehouse solution.

The selected respondent may only use personally identifiable student education records and all other data disclosed to the respondent for the sole and exclusive purpose of providing the data warehouse solution to the LISD and the LISD's constituent local school districts as described in this RFP, any accepted proposal, and a contract between the LISD and the selected respondent.

The selected respondent is prohibited from disclosing to any other party personally identifiable student education records unless disclosure is specifically authorized by the LISD or the LISD constituent school district in which the student whose personally identifiable student education records will be disclosed is enrolled, or the disclosure is done in accordance with the requirements of FERPA and all other applicable student privacy laws and FERPA's recordation requirements are met.

The selected respondent will indemnify and hold harmless the LISD and the LISD's constituent local school districts, their governing boards, employees, students, and other representatives from any and all liability brought by any third party against the LISD and/or any one or collection of the LISD's constituent local school districts, their governing boards, employees, students, and other representatives as a result of the unauthorized disclosure by the selected respondent of confidential information in violation of these expectations.

System Architecture

Describe the technical architecture of the proposed system, including the architectural model used (e.g., Cloud-based, etc.). Also specify the required client software, network protocol(s), and network bandwidth recommendations for the system.

Describe the type of data modeling and schema that will be used for the system.

The successful respondent will have reviewed the current technical architecture and infrastructure and assess the ability of the proposed solution to function efficiently within that environment.

Security Tools and Capabilities

- Describe how the proposed data warehouse solution authenticates users at login and supports periodic password changes.
- Describe how the proposed solution will accomplish single sign-on with LISD existing authentication system (Active Directory).
- Describe how the solution manages role assignment and authentication for access to functionality and records.
- Describe both internal and external policies and procedures designed to support Family Educational Rights and Privacy Act (FERPA) regulations and other applicable student privacy laws (such as, MCL 380.1136).

System Performance, Availability, Reliability, and Redundancy

Respondents must describe the performance guarantees or service level agreements they offer their customers, addressing both system availability and response times.

Also describe:

- The fault tolerance provisions built into your operating environment. This should include the processes in place to monitor capacity and response times and the type of monitoring conducted (proactive vs. reactive).
- Measurement of response time (end to end or within the facility).
- Management reports available to the District.
- Methods for backing up District data.
- Disaster recovery provisions and testing of disaster recovery processes.
- Schedule for refreshing equipment.
- Frequency of system software updates, and methods of notifying/preparing users.
- Scalability of the system to multiple school districts.

User Workstation Specifications

Provide both the recommended configuration and the minimum supported configuration for client workstation hardware. Specification should include CPU, memory, disk size and configuration, network interface cards, drives for removable media, and any other recommended components for Windows/Apple workstations.

Provide the recommended software configuration for client workstations to use the proposed software. If a web browser is required, what additional plug-ins and/or controls are required? (Java, ActiveX, etc.) Include versions for each item where applicable. Specifications should include product name and version/service packs recommended for:

- Operating system
- Web browser
- Database management system or ODBC driver, if applicable
- Reporting tools
- Email system
- Productivity software

Respondents must specify whether client or driver software for the proposed applications will need to be installed on end user workstations, or whether a web browser is all that is required. If this depends on the type of user, specify what is required for each user category.

Note: The LISD prefers solutions that are web-based and do not require a client to be installed on user workstations, therefore, web-based solutions will be scored higher than solutions that require client software installation.

Contract Period

The LISD desires to enter into an agreement with a single, qualified vendor beginning on or around February 5, 2024, and continuing for a period of approximately three (3) years. The LISD desires to be able to switch over from Illuminate DnA to the newly selected data warehouse solution during the summer of 2024 with the data warehouse solution being active and implemented during the 2023-2025 school year. Should the data warehouse solution and related services generally conform to the performance expectations of the LISD, it is anticipated that another multi-year extension would be sought thereafter.

Included with this RFP is a copy of the LISD's standard software contract. In submitting proposals, respondents must detail any objections that the respondent has to any contractual terms or conditions. The information provided must include the basis for the objection and alternative language proposed. The LISD will give due consideration to any objection, however, if the LISD deems the objection unacceptable, such may factor into the LISD's selection of preferred respondent.

Insurance Requirements

The selected respondent will be required to obtain and maintain for the duration of any contract with the LISD insurance coverage issued by a company qualified to do business in the state of Michigan.

Worker's Compensation Insurance

The selected respondent shall obtain and maintain during the life of any contract between respondent and the LISD Workers' Compensation Insurance as required by Michigan and Federal law.

Motor Vehicle Insurance

The selected respondent shall obtain and maintain during the life of any contact Michigan motor vehicle insurance coverage providing insurance for any Contractor-owned and/or operated vehicles that are used in the provision of performing any services described in this RFP to the LISD and/or one or more of the LISD's constituent local school districts.

General Liability and Property Damage Insurance

The selected respondent shall obtain and maintain during the life of any contract such Public Liability and Property Damage Insurance as shall protect the selected respondent under any contract for the provision of a data warehouse solution and related services to the LISD from claims for damage for personal injury, including accidental death, as well as for claims for property damages which may arise from the selected respondent's operations in the performance of its duties or failure of same, whether such operations by itself or by any subcontractor or by anyone directly or indirectly employed by either of them.

Owner's and Contractor's Protective Liability Coverage

The selected respondent shall obtain and maintain during the life of a Contract Owner's and Contractor's Protective Liability coverage in the name of: Lenawee Intermediate School District.

This coverage shall include the entire services described in this RFP. The selected respondent shall, at the time of contract, furnish a Certificate of Insurance certifying that their Owners' and Contractors' Protective Liability Insurance includes all subcontractors engaged in the work.

Cyber Liability/Data Breach Insurance

The selected respondent shall obtain and maintain during the life of a Contract Owner's and Contractor's Cyber Liability/Data Breach insurance coverage in the name of: Lenawee Intermediate School District and the LISD's constituent local school districts.

This coverage shall include the entire services described in this RFP. The selected respondent shall, at the time of contract, furnish a Certificate of Insurance certifying that their Cyber Liability/Data Breach Insurance includes all subcontractors engaged in the work.

The minimum limits of liability for all insurance coverage in the above named policies shall be as follows:

General Commercial Liability	Amount
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Bodily Injury Liability	Amount
Each Person	\$1,000,000
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Property Damage Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Cyber Liability/Data Breach	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Worker's Compensation	Statutory Limits
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Policies and Certificates of Insurance

The selected respondent will be required to file Certificates of Insurance for all insurance coverage required above with the Lenawee Intermediate School District, naming the Lenawee Intermediate School District as a Certificate Holder. Exclusions in the policies shall be removed by endorsements to comply with all the aforementioned requirements. All Certificates of Insurance shall contain the name and address of the insurance agent.

Notice Requirements

All insurance Certificates must include a provision providing for thirty (30) days prior written notice to the Lenawee Intermediate School District regarding cancellations, material change, reduction of insurance coverage, or non-renewal. The selected respondent shall cease operations on the occurrence of any such cancellations, material change, reduction in insurance coverage or non-renewal, and shall not resume operations until new insurance that satisfies the minimum requirements is in force.

Proposal Requirements

Respondents must, in addition to all other information required by this RFP, submit the following information as part of a proposal. Responses may be submitted in a format selected by the respondent, provided however that the response addresses all of the requested information set forth in this RFP.

1. Transmittal Letter – all responses should be accompanied by a brief transmittal letter that is prepared on the respondent's letterhead and signed by an individual who is authorized to commit the respondent to the provision of the

data warehouse solution and all related services contained in the respondent's proposal. The transmittal letter should minimally include the following:

- a. Respondent name
 - b. Respondent address
 - c. Contact information for the individual who should receive all official notices regarding respondent's proposal
 - d. Contact information for the individual for whom the LISD should contact with any questions related to respondent's proposal
 - e. Respondent's tax identification number
 - f. A brief statement of respondent's understanding of the RFP, the work to be performed/provided, and a statement of why the respondent believes that they are best qualified to perform the work
 - g. A statement that the proposal is a firm and irrevocable offer to contract, which will remain open for a period of not less than ninety (90) days
 - h. Acknowledgement of any and all addenda to this RFP
 - i. A detailed explanation of any exceptions that the respondent may have to any of the requirements set forth in this RFP or any of the terms or conditions set forth in the draft agreement provided with this RFP
2. Respondent's Experience and Capabilities - Respondent shall provide information on past and current experience with rendering services similar to those in this RFP. This description shall include:
- a. Summary of the services offered including the number of years the Respondent provided these services; the number of clients and geographic location the Respondent currently serves, and has served; and if a past customer, why the Respondent is no longer providing services.
 - b. Organization chart of the Respondent showing the major components of the unit(s) that will be providing/performing the services set forth in Respondent's proposal
 - c. Name all key personnel who will perform work as part of Respondent's proposal and include each individual's resume. Include work history, educational background, and indicate the proposed role/function of each individual.

- d. At least five (5) references from its customers who are capable of documenting the following: a) the Respondent's ability to manage similar work; and b) the quality and breadth of services provided by the Respondent under similar conditions
 - e. Respondent shall identify any claims during the past five (5) years and provide detailed information on any pending litigation, lawsuits, etc.
 - f. Recently audited (or best available) financial statements for the past two fiscal years
3. Detailed Description of Respondent's Data Warehouse Solution
Respondents must, in addition to the other requirements described in this RFP, describe and identify how the proposed data warehouse solution meets the requirements of the following sections described in this RFP (see above):
- A. Project Purpose
 - B. Data Warehouse Solution Scope of Work
 - i. Project Details
 - ii. Required Tasks and Services
 - iii. User Training
 - iv. Ongoing Maintenance and Support
 - C. How the Respondent Provides for the Confidentiality of Student Education Records (FERPA and other applicable privacy law compliance)
 - D. System Architecture
 - E. Security Tools and Capabilities
 - F. System Performance, Availability, Reliability, and Redundancy
 - G. User Workstation Specifications
 - H. Michigan Data Hub Integration
4. Implementation Timeline
Respondent must provide a detailed timeline identifying key milestone dates surrounding implementation of the data warehouse solution.
5. Proposed Fee
Using the proposal form included in this RFP as well as providing any additional information that the respondent deems necessary, respondents must include a

proposed, lump sum fee for year one of implementation of the data warehouse solution proposed by the respondent, including all data transfer services, training, licensing fees, and ongoing service/maintenance. Additionally, respondents must identify all year two and three costs, including, but not limited to all licensing and ongoing maintenance and support costs.

6. References

Respondents must include at least three, but not more than five K-12 school district references, including at least one reference from a Michigan intermediate school district or regional education service provider. The LISD prefers, but does not require, references from Michigan-based, public school districts.

7. INSURANCE REQUIREMENTS

Respondents must submit proof of insurance coverage as is required herein, or if respondent does not currently maintain said insurance coverage, a letter acknowledging the insurance requirements and confirming that respondent will obtain and maintain said insurance prior to engaging in any contract with the LISD.

8. LISD PROPOSAL FORMS

(available at <https://www.lisd.us/our-district/administration/bids/>)

1. MICHIGAN-BASED BUSINESS CERTIFICATION AND VERIFICATION FORM

Consistent with Michigan law, the LISD has adopted and implemented a policy that extends a preference to Michigan-based businesses submitting a proposal pursuant to this request for proposals. Solely for the purposes of determining the value of a bid for purposes of an award, the bid price of a Michigan-based business that is bidding in accord with this request for proposals shall be reduced by a factor of the lesser of 5% or \$10,000. For all other purposes, the bid price shall remain as stated in the proposal.

In order to be considered for such a preference, a bidder must satisfy the definition of a Michigan-based business as found in MCL 18.1268 and shall provide a completed copy of the consent form affixed to this RFP, as well as any additional consent necessary to permit LISD to verify the firms' status as a Michigan-based business through the Michigan Department of Treasury. Additional consent must be provided by the bidder with 24 hours of request by LISD. Failure to satisfy the statutory definition of a Michigan-based business and/or failure to provide the necessary and/or additional consent to permit the LISD to verify the proposer's status as a Michigan-based business through the Michigan Department of Treasury, shall result in the forfeiture of any preference for which the bidder may qualify, including, but not limited to the Michigan-based business preference.

Qualified firms should affix a completed copy of the attached Michigan-based business certification and verification form. (This form applies to Michigan-based businesses only.)

2. FAMILIAL DISCLOSURE STATEMENT

Please include a completed copy of the attached LISD familial disclosure statement. (This form must be completed and notarized even if no familial relationship exists.)

3. IRAN ECONOMIC SANCTIONS ACT COMPLIANCE

Bidders must include a completed copy of the attached LISD Iran Economic Sanctions Act compliance form.

4. SUSPENDED OR DEBARRED VENDOR FORM

Bidders must include a completed copy of the attached suspended or debarred vendor form certifying that the bidder is not a federally suspended or debarred vendor.

5. CONFLICT OF INTEREST FORM

Bidders must include a completed copy of the attached conflict of interest form certifying that the bidder does not have a conflict of interest with any LISD Board member, staff member, or agent.

Proposals must be submitted via electronic mail to Brian Jones, LISD Executive Director of Instruction & General Services at Brian.Jones@lisd.us. All proposals shall include the subject line "Data Warehouse Solution Proposal." Proposals which are too large to transit via email shall be transmitted using a data file sharing tool. Proposals must be received by LISD at or before 11:00 AM, EST, on January 15, 2024.

General Conditions

The following general conditions are imposed on all proposals submitted in response to this RFP:

1. Respondent's proposals represent an offer to contract on the part of the proposing party, and all proposed prices must remain in effect for at least ninety (90) days from the date on which the proposals are due to the LISD.
2. The LISD is a public intermediate school district and as such is exempt from any and all sales and/or services taxes. Do not include such taxes in the proposal figures. The LISD will furnish the successful respondent with tax exemption certificates upon request.
3. No respondent may withdraw a proposal after the actual date of the opening thereof except in case where a respondent demonstrates to the LISD's satisfaction that a material and substantial mistake was made in preparing the proposal, in which event the respondent has 24 hours after the opening of the proposals to deliver to the LISD, a notice in writing that he/she desires to withdraw his/her proposal and stating the reasons therefore. Once a proposal is withdrawn, it may not be re-submitted. Furthermore, if a respondent makes an error in extension of prices in a bid, the unit price shall govern at the discretion of the LISD.

4. The LISD reserves the right to waive any informalities or immaterial omissions or defects not involving price, time, or changes in the work. In the case of error in the extension of prices in the proposal or other arithmetical error, the unit price shall govern.
5. The LISD will not pay any costs incurred by respondent in preparing or submitting any proposals in response to this RFP.
6. Any deviation from the specifications included in this RFP must be noted in the proposal, and respondent must provide written rationale for the deviation.
7. The selected respondent(s) will not be permitted to assign any agreement between the individual or firm and LISD, nor will the individual or firm be permitted to subcontract any services owed to LISD, without first obtaining the expressed written consent of LISD.
8. The selected respondent will not discriminate against any employee or applicants for employment because of race, religion, color, national origin, handicap, age, or sex and will take affirmative action to ensure that applicants are employed without regard to their race, religion, color, national origin, age, sex, height, weight, or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
9. The selected respondent will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 206, 1976 P.A. 453, as amended.
10. **The LISD will conduct background checks on individuals who will be working on LISD property, due to the proximity to and potential for interaction with LISD students and the requirements of Michigan law. Representatives, including but not expressly limited to employees and subcontractors, of the successful respondent must be approved by the LISD prior to working on LISD property. As is permitted by applicable Federal and State law, the LISD reserves the right to deny access to any individual(s) based upon the results of background checks.**
11. The selected respondent(s) will be expected to enter into a contract with the LISD.
12. The selected respondent will be expected to comply with all applicable federal, state, and local laws in addition to applicable LISD Board policies which prohibit the possession or use of tobacco or alcohol (LISD property only), or carrying any dangerous weapons on LISD property.
13. The selected respondent will be expected to provide the goods and/or perform the services in a manner that is most consistent with industry/trade standards for the type of work to be provided.

14. The selected respondent must not be currently debarred, suspended, or proposed for debarment by any Federal entity. Submission of a bid in response to this request for proposals represents respondent's acknowledgement that respondent is not debarred, suspended, or proposed for debarment by any federal agency.
15. All deviations from the specifications must be specified in writing by the respondent at the time that the proposal is submitted. The absence of a written list of requested deviations or exceptions when the bid is submitted will result in the respondent being held strictly liable to the LISD for the specification or requirements as written. The LISD reserves the right to accept or reject any requested exception or deviation.

The preceding list is provided for informational purposes only and is in no way intended to be an exclusive list of the terms and conditions that may be imposed upon the responding firm by LISD through a contract.

The LISD reserves the right to reject any and all proposals received with or without cause and reserves the right to select the proposal which is determined to be in the best interest of the LISD.

Questions and Addenda

Please direct all questions regarding this request for proposals to Brian Jones via email at Brian.Jones@lisd.us. Questions will only be addressed via email so that responses can be shared with all interested parties in the form of addenda to the RFP. **If you wish to receive a copy of addenda published, please email Brian.Jones@lisd.us requesting such. Addenda will also be placed on the LISD's bids page at www.lisd.us/bids.**

**LISD DATA WAREHOUSE SOLUTION
REQUEST FOR PROPOSALS
PROPOSAL FEE FORM**

This proposal and offer to contract has been prepared after our examination of the LISD's Request for Proposals for a Data Warehouse Solution, together with their related documents, and our examination of the conditions surrounding the proposed work including the availability of labor, equipment, supplies, etc. The undersigned submits the following offer to enter into a contract with the Lenawee Intermediate School District and agrees to furnish all labor, materials, equipment, and services to provide the goods and/or perform the services in strict accordance with the RFP, unless otherwise expressly noted in the respondent's proposal to the LISD:

Respondent's Name: _____

Respondent's Address: _____

Data Warehouse Solution System and all Integration Costs: \$ _____
(costs must include all data transfer services, training, licensing fees, and ongoing service/maintenance for the first year (contract date – June 30, 2025))

Year Two Data Warehouse Solution System Costs: \$ _____
(costs must include all licensing fees and ongoing service/maintenance costs for the period between July 1, 2025 – June 30, 2026)

Year Three Data Warehouse Solution System Costs: \$ _____
(costs must include all licensing fees and ongoing service/maintenance costs for the period between July 1, 2026 – June 30, 2027)

Please describe any additional costs that would/may be applicable (attached additional documentation, as necessary):

Addenda

The undersigned acknowledges receipt of the following addenda and has included the cost thereof in the lump sum base bid:

No. 1, dated _____

No. 2, dated _____

No. 3, dated _____

No. 4, dated _____

Authorized Representative Signature:

I certify that the information contained on this form is true and accurate and that the presentation of this information to the LISD represents an offer to contract and that acceptance by LISD of this offer will bind me to performance under the terms and conditions of the RFP except as have been expressly objected to in our proposal in response to the LISD's RFP.

Signature

Date

Printed Name: _____

Title: _____

Email Address: _____

Phone Number: _____



LENAWEE INTERMEDIATE SCHOOL DISTRICT (LISD)

Lenawee County Data Warehouse Solution Contract

This "Contract" is made between the **Lenawee Intermediate School District**, a Michigan intermediate school district organized and operating under the Revised School Code, MCLA 380.1 *et seq.*, as amended, whose address is 4107 North Adrian Highway, Adrian, Michigan 49221, hereinafter called "LISD", and the "Contractor" as further described in the following Table. In this contract, either Contractor or the LISD may also refer to individually as a "Party" or jointly as the "Parties".

<p>Contractor:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Authorized Official: _____</p> <p>Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other</p>
--

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS
- SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 3. SCOPE OF CONTRACT SERVICES
- SECTION 4. LISD PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES
- SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES
- SECTION 6. CONTRACTOR PROVIDED INSURANCE, BONDS, AND INDEMNIFICATION
- SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations and assurances in this Contract, the Parties agree to the following:

§1. **CONTRACT DOCUMENTS AND DEFINITIONS**

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1** “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor’s suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. “Contractor Employee” shall also include any person who was a “Contractor Employee” at any time during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2** “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigative expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the LISD, or for which the LISD may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3** “LISD” or “District” or “School District” means the Lenawee Intermediate School District, a Michigan intermediate school district, its departments, agencies, authorities, boards, committees, consortiums, including, but not limited to the Lenawee Monroe Technology Consortium, and “LISD Agent” as defined below.
- 1.4** “LISD Constituent District” means one or more of the following Michigan general powers school districts: Addison Community Schools, Adrian Public Schools, Blissfield Community Schools, Britton Deerfield Schools, Clinton Community Schools, Hudson Area Schools, Madison School District, Morenci Area Schools, Onsted Community Schools, Sand Creek Community Schools, and Tecumseh Public Schools.
- 1.5** “LISD Agent” means all appointed officials, directors, board members, employees, volunteers, representatives, and/or any such persons’ successors, provided that such persons were acting in their official capacity with the LISD or by actual or implied authorization of the LISD and/or any persons acting by, through, under, or in concert with any of them. “LISD Agent” shall also include any person who was a “LISD Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed or elected and serving as an Agent.
- 1.6** “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.7 “Contract Documents” This Contract includes and fully incorporates herein all of the following documents:

- 1.6.1.** Exhibit I: Scope of Contractor’s Services
- 1.6.2.** Exhibit II: Terms of Payment for Services
- 1.6.3.** Exhibit IV: LISD’s Request for Proposals for the Data Warehouse Solution released on December 15, 2023
- 1.6.4.** Exhibit V: Contractor’s Proposal in Response to the LISD’s Request for Proposals for the Data Warehouse Solution, which have been expressly authorized by the LISD, and are performed pursuant to any clarifications/directives made by the LISD, if any.
- 1.6.5.** Exhibit VI: RFP addenda and written clarifications between the LISD and the Contractor.

To the extent that these Contract Documents conflict with one another, the terms and provisions of this Contract and Exhibit’s I and II shall prevail and take precedence over Exhibits IV, V, and VI. To the extent that there is a conflict between Exhibits IV, V, and VI the order of priority and precedence is as follows: (1) Exhibit VI, (2) Exhibit IV, and (3) Exhibit V.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1 The date of commencement of this Contract shall be February 6, 2024, and this Contract shall, unless sooner terminated as provided for herein, continue up to and through June 30, 2027. The Contractor agrees that time is of the essence and to start work when directed by the LISD and to furnish sufficient materials and a sufficient number of properly skilled workers so as not to delay the work. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

- 2.1.1.** This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
- 2.1.2.** Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted to and accepted by LISD.
- 2.1.3.** This Contract is signed by the LISD Superintendent, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

2.2 The LISD may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal or any extension of this Contract, upon ninety (90) days written notice to the Contractor, for any reason, including convenience, without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

2.3 The LISD may terminate this Contract immediately and without penalty if previously appropriated funds and/or otherwise unobligated funds are no longer available to satisfy the obligations of the LISD under this Contract. The LISD will immediately notify Contractor if funds to meet the LISD’s obligations under this Contract are no longer available. The reasonable determination of the LISD Board of Education as to the insufficiency of funds shall be conclusive on the Parties.

- 2.4 The LISD's sole obligation in the event of termination is for payment of actual services rendered by the Contractor before the effective date of the termination. Under no circumstances shall the LISD be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The LISD shall not be obligated to pay the Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 2.5 Contractor may terminate and/or cancel this Contract (or any part thereof) at any time upon thirty (30) days written notice to the LISD if the LISD defaults in any obligation contained herein, and within the thirty (30) days' notice period the LISD has failed or has not attempted to cure such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 2.6 Upon the termination or expiration of this Contract for any reason, the Contractor must return to the LISD and the LISD Constituent Districts within 10 business days all papers, materials, student data, and other property of the LISD and/or a LISD Constituent District then in the Contractor's possession, including, but not limited to, all work in progress in its then existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to the LISD or a LISD Constituent District (based upon the origin of the property).

§3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1 The Contractor shall perform all services and provide all goods identified and itemized in Exhibit I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract, as well as any services and goods not specifically included therein, but included in Exhibit IV: LISD Request for Proposals for the Data Warehouse Solution released on December 15, 2023; Exhibit VI: RFP addenda and written clarifications between the LISD and the Contractor, and Exhibit V: Contractor's Proposal in Response to the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, which have been expressly authorized by the LISD, and are performed pursuant to any clarifications/directives made by the LISD, if any. In the event of any conflict in the terms of this Contract and the terms and provisions of Exhibits I, II, IV, V, and/or VI. Exhibits I and II shall prevail and take precedence over Exhibits IV, V, and VI. To the extent that there is a conflict between Exhibits IV, V, and VI the order of priority and precedence is as follows: (1) Exhibit VI, (2) Exhibit IV, and (3) Exhibit V.
- 3.2 The Contractor shall provide the Data Warehouse Solution to the LISD and the LISD Constituent Districts in strict compliance with the descriptions and representations as to the Data Warehouse Solution (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) included in the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, and Contractor's Proposal in Response to the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, which have been expressly authorized by the LISD, and are performed pursuant to any clarifications/directives made by the LISD, if any.

- 3.3 Contractor shall provide any and all licenses necessary for access to and use of Contractor's Data Warehouse Solution in compliance with the requirements and specifications contained in the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, and Contractor's Proposal in Response to the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, which have been expressly authorized by the LISD, and are performed pursuant to any clarifications/directives made by the LISD, if any. Contractor hereby grants to the LISD and LISD Constituent Districts an irrevocable, nonexclusive, worldwide, perpetual, royalty free licenses and/or sublicense to access and use Contractor's Data Warehouse Solution as specified in the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, and Contractor's Proposal in Response to the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, which have been expressly authorized by the LISD, and are performed pursuant to any clarifications/directives made by the LISD, if any, for the entirety of the term of this Contract.
- 3.4 The Contractor shall begin work under this Contract within five (5) working days after the delivery of the Notice to Proceed to the Contractor (a fully executed copy of this Contract shall serve as sufficient Notice to Proceed under this section 3.4). The time of beginning, rate of progress, and date of completion as set forth in Contractor's proposal to the LISD are considered essential elements of the Contract. **The Contractor understands and affirms that time is of the essence with respect to this Contract.**
- 3.5 The Contractor shall make alterations to the Scope of Contractor Services and related work under this Contract, as the LISD may expressly order in writing. Compensation for such alterations shall be determined by unit prices stipulated in the Contractor's Proposal in Response to the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, where appropriate, or by lump sum or unit prices mutually agreed upon in writing at the time by the LISD and the Contractor.
- 3.6 No claim against the LISD on account of alterations shall be valid unless such work has been previously ordered in writing and approved by the LISD using the LISD-provided change order form which is incorporated herein and made part of this Contract, and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the determination of the final actual amount.

§4. **LISD PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES**

- 4.1 Except as otherwise expressly provided for in this Contract, the LISD's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:
- 4.1.1. In no event, shall the LISD's amount due and owing the Contractor for any and all services and goods rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" contained in Exhibit II of this Contract.
- 4.1.2. In consideration of the faithful and entire performance by the Contractor of its obligations under this Contract, the LISD shall pay to Contractor, at the time and manner hereinafter stipulated, an amount as determined by the actual measured quantities and the respective unit process described in Exhibit II which is made a part of this Contract.

- 4.1.3. Such amount shall be modified by such sums for alterations as may have been determined under the provisions of subsection 3.5 herein and diminished by such sums as the LISD may lawfully deduct and retain under the provisions of subsections 4.3 and 4.5 below.
- 4.1.4. No more than once per quarter, the Contractor shall submit an invoice to the LISD, which shall itemize all amounts due and/or owing by the LISD under this Contract, as of the date of the invoice. The invoices shall be submitted on a form processed by the Contractor. The LISD shall have no obligation to make payment until a proper invoice of service is submitted. LISD shall not have any obligation to make payment on any disputed invoice until such time as the dispute is rectified. The LISD reserves the right to make partial payments on account in order to ensure that the payments made equal the value of the work completed.
- 4.2 The LISD reserves the right to offset any amounts due and owing to the Contractor should the LISD incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.
- 4.3 Under no circumstances shall the LISD or any LISD Constituent District be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental, or consequential damages incurred or suffered by the Contractor in connection with or resulting from the Contractor's providing any services or goods under this Contract.

§5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1 Goods and Services Warranty. In addition to all warranties described in the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, and Contractor's Proposal in Response to the LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023, which have been expressly authorized by the LISD, and are performed pursuant to any clarifications/directives made by the LISD, if any, Contractor warrants to the LISD that all materials, equipment, and services furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the goods and services will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the services the Contract Documents require or permit. Services, materials, or equipment not conforming to these requirements will be considered defective. In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contractor Documents, the Contractor warrants and guarantees that:
 - 5.1.1. The LISD will have good title to the goods and services and all materials and equipment incorporated into the goods and services, unless otherwise expressly provided in the Contract Documents, will be new;
 - 5.1.2. The goods and services and all materials and equipment incorporated into the work will be free from all defects, including any defects in workmanship and materials;

- 5.1.3. The goods and services and all equipment incorporated into the goods and services will be fit for the purpose for which they are intended;
- 5.1.4. The goods and services and all materials and equipment incorporated into the goods and services will be merchantable; and
- 5.1.5. The goods and services and all materials and equipment incorporated into the goods and services will conform in all respect to the Contract Documents.

The warranties described in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided to the LISD by Contractor under this Contract. Contractor shall assign and pass through to the LISD all applicable warranties, covenants, and indemnification provisions of third parties used by Contractor in the provision of the goods and services described in this Contract.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements under the Contract Documents, will commence to correct such breach within forty-eight (48) hours after written notice thereof and thereafter will use its best efforts to correct such breach to the satisfaction of the LISD. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Contract.

- 5.2 Originality and Title to Provide Software and Services. Contractor represents and warrants that all of the concepts, materials, software, and services produced or provided to the LISD and/or a LISD Constituent District pursuant to the terms of this Contract shall be wholly original with Contractor, or that Contractor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials, software, and services. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute any software and services which are necessary for Contractor to meet Contractor's duties under this Contract. Contractor or the original software publisher shall retain all right, title and interest in the software and any accompanying documentation, including all applicable intellectual property rights.

Contractor represents and warrants that the concepts, materials, software, and services and the LISD and LISD Constituent District use of same and the exercise of the rights granted by this Contract shall not infringe upon any other work or violate the rights of any person or entity. Contractor also represents and warrants that the concepts, materials, software, and services will not infringe upon the copyright, trademark, trade name, patent, statutory, common law, or any other rights of any person or entity.

- 5.3 Business and Professional Licenses. The Contractor will, at the Contractor's sole expense, obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted goods and/or services.
- 5.4 Equipment and Supplies. The Contractor is responsible for providing any and all equipment and supplies not expressly required to be provided by the LISD herein, which are necessary for the performance of the Contractor's duties as described in this Contract.

- 5.5** Taxes. The Contractor shall pay its own local, state, and federal taxes, including without limitation, social security taxes and unemployment compensation taxes. The LISD shall not be liable to or required to reimburse the Contractor for any federal, state and/or local taxes and/or fees of any kind.
- 5.5** Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services and provision of all goods to the LISD including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6** Contractor Employees.
- 5.6.1** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the goods and services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 5.6.2** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract unless otherwise agreed upon by the Parties. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.6.3** All Contractor Employees shall wear and display appropriate identification at all times while working on the LISD or LISD Constituent District premises.
- 5.6.4** All Contractor Employees assigned to work under this Contract may, at the LISD's discretion, be subject to a criminal history record information background check and clearance by the LISD. Failure to obtain such clearance from the LISD may result in mandatory dismissal from LISD property and/or termination of this Contract.
- 5.7** Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes, insurance, and any other fringe benefits) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all terms of this Contract. Contractor shall indemnify and hold the LISD harmless for all Claims against the LISD by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Workers' Compensation, disability pay, insurance, or any other fringe benefits of any kind.
- 5.8** Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services and review all LISD requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

5.9 The Contractor's Relationship to the LISD is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship or a relationship of any other kind between the LISD and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the LISD.

§6. CONTRACTOR PROVIDED INSURANCE, BONDS, AND INDEMNIFICATION

6.1 Indemnification

- 6.1.1.** Contractor shall indemnify and hold the LISD and LISD Constituent District harmless from damages which are incurred by the LISD, a LISD Constituent District, or by any person or entity, to the extent arising from the negligent acts, performances, willful misconduct, errors, or omissions of Contractor or Contractor's Employees, or material breach of this agreement including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.2.** The indemnification rights contained in this Contract shall not be limited to collectible insurance rights/policies. Contractor's indemnification obligations as described herein shall remain in full force and effect regardless of any dispute with any of its insurance companies.
- 6.1.3.** Contractor shall have no rights against the LISD or any LISD Constituent District for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the LISD or any LISD Constituent District except as expressly provided herein.
- 6.1.4.** Contractor waives and releases all actions, liabilities, loss, and damage including any subrogated rights it may have against the LISD and any or all LISD Constituent Districts based upon any Claim brought against the LISD or a LISD Constituent District suffered by a Contractor Employee.

6.2 Contractor Provided Insurance

- 6.2.1.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements indicated in LISD's Request for Proposals for the Data Warehouse Solution released on December 15, 2023.
- 6.2.2.** Contractor will file Certificates of Insurance for all insurance coverage required above with the LISD, naming the Lenawee Intermediate School District as a Certificate Holder. Exclusions in the policies shall be removed by endorsements to comply with all the aforementioned requirements. All certificates of insurance shall contain the name and address of the insurance agent.
- 6.2.3.** All insurance certificates must include a provision providing for thirty (30) days prior written notice to the LISD regarding cancellations, material change, reduction of insurance coverage, or non-renewal. Contractor shall cease operations on the occurrence of any such cancellations, material change,

reduction in insurance coverage or non-renewal, and shall not resume the performance of any services or provisions of any goods under this Contract until new insurance that satisfies the minimum requirements is in force.

§7. **GENERAL TERMS AND CONDITIONS**

- 7.1 **Access to LISD Facilities.** While the Contractor retains the right to perform services at any time, the Contractor must obtain prior permission by the LISD or the applicable LISD Constituent District for access to LISD or LISD Constituent District facilities.
- 7.1.1 The Contractor acknowledges that the safety of the LISD's and the LISD's Constituent District's students, employees, and guests is of the utmost importance. The Contractor will take no action which would unnecessarily jeopardize the safety of the LISD's or the LISD's Constituent District's students, employees, and guests and, without the LISD's or the applicable LISD Constituent District's written approval, shall take no action which would unreasonably interfere with the activities of the LISD, a LISD Constituent District, or any of their tenants. Without limiting the foregoing obligations, Contractor shall comply with all laws applicable to students and/or school safety.
- 7.2 **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised in which order.
- 7.3 **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"Audit";
"Severability";
"Governing Law/Consent to Jurisdiction and Venue";
"Mandatory Arbitration" and
"Survival of Terms and Conditions".
- 7.4 **LISD Right to Suspend Services.** Upon written notice, the LISD may suspend performance of this Contract if Contractor has failed to comply with federal, state, or local law(s) or any requirements contained in this Contract.
- 7.5 **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.6 **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to the performance of the services and/or provision of the goods under this Contract.

- 7.6.1** In particular, contractor shall comply with LISD's Alcohol and Smoke Free Policy and Dangerous Weapon's Free Policy, which strictly prohibits the use and/or possession of alcohol, tobacco, other drugs (including prescription drugs without a valid prescription), and any dangerous weapon on LISD property, including within a private vehicle that is parked or driven on LISD property.
- 7.7** Permits and Licenses. Contractor shall, at Contractor's expense, be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the LISD, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to provide services under this Contract.
- 7.8** Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of state and federal law.
- 7.8.1.** Contractor shall promptly notify the LISD of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.8.2.** The LISD, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.9** Reservation of Rights. This Contract does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the LISD.
- 7.10** Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder, if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 7.11** Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, *et seq.*), Public Act 451 of 1976, as amended (MCLA 380.1 *et seq.*), and LISD Board Policy no contracts shall be entered into between the LISD, including all agencies and departments thereof, and any LISD agent, unless such is expressly authorized by the law and LISD Board Policy and the proper steps have been followed. To avoid any real or perceived conflict of interest, Contractor shall, provide LISD with a signed and notarized familial disclosure affidavit and shall promptly notify the LISD Superintendent

in writing of any familial or business relationship that exists between Contractor and LISD.

- 7.12** Confidentiality of Student Education Records. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to any of the LISD's or any LISD Constituent District's confidential student education records to any third Party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives LISD prompt written notice of an impending disclosure, (ii) provides reasonable assistance to LISD in opposing or limiting the disclosure, (iii) makes only such disclosure as is compelled or required by law, (iv) maintains a proper recording of the disclosure as required by the Family Educational Rights and Privacy Act and any other applicable student privacy laws.
- 7.12.1** Student education records shall at all times be under the direction and control of the LISD and/or a LISD Constituent District. Upon written request by the LISD or a LISD Constituent District, Contractor shall, with 10 business days return to the LISD or the applicable LISD Constituent District all student education records maintained by Contractor. If Contractor destroys the student education records, Contractor must provide written certification that it has destroyed the records within 10 business days of the LISD or LISD Constituent District's request to destroy the records.
- 7.12.2** Contractor will indemnify and hold harmless the LISD and the LISD Constituent Districts, their governing boards, employees, students, and other representatives from any and all liability brought by any third party against the LISD and/or any LISD Constituent District, their governing boards, employees, students, and other representatives as a result of the unauthorized disclosure by Contractor of student education records in violation of these expectations.
- 7.13** Contractor Use of LISD Licensed Software. In order for the Contractor to perform its services under this Contract, the LISD may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the LISD. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the LISD and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 7.14** Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the LISD, the Contractor shall comply with all applicable grant requirements.

- 7.15** Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Contractor's Project Manager shall coordinate with the LISD's Project Manager, the Contractor shall provide the name and qualifications of its Project Manager and an alternate.
- 7.16** Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The LISD's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the LISD's procurement authority for any contract modification in accordance with Section 7.27 of this Agreement.
- 7.17** Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers and Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
- 7.18** Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract and will provide the LISD with reasonable access to such books and records.
- 7.19** Audit. Contractor shall allow the LISD's Business Office, or an independent auditor hired by the LISD, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.
- 7.20.1.** Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the LISD within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within forty-five (45) days shall be deemed acceptance of the final audit report.
- 7.20** Delegation/Subcontract/Assignment. Contractor shall not delegate, assign or subcontract any obligations or rights under this Contract without the prior written consent of the LISD.
- 7.20.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.20.2** Any assignment, delegation or subcontract by Contractor and approved by the LISD must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.

- 7.20.3 The Contractor shall not assign or transfer this Contract or sublet any part of the work encompassed by it, except with the express written consent of the LISD.
- 7.20.4 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the LISD for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 7.20.5 Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.20.6 This Contract cannot be sold.
- 7.20.7 The Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the express written consent of the LISD to do so.
- 7.20.8 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the LISD may declare this Contract null and void.
- 7.21 Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the LISD may freely engage other persons or entities to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the LISD.
- 7.22 No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 7.23 Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition or provision shall be deemed severed from this Contract. All other terms, conditions and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the LISD harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the LISD.
- 7.24 Captions. The section and subsection numbers, captions and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural

number, any reference to the male, female, or neutral genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.25 Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

7.26.1. If notice is sent to the Contractor, it shall be addressed to:

7.26.2. If Notice is sent to the LISD, it shall be addressed to:

Mr. Mark E. Haag, Ed.S., Superintendent
Lenawee Intermediate School District
4107 North Adrian Highway
Adrian, Michigan 49221

7.26.3. Either Party may change the address or individual to which notice is sent by notifying the other Party in writing of the change.

7.26 Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the LISD or other LISD Agent as authorized by the LISD Board of Education.

7.27 Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows: the terms and provisions of this Contract and Exhibit's I and II shall prevail and take precedence over Exhibits IV, V, and VI. To the extent that there is a conflict between Exhibits IV, V, and VI the order of priority and precedence is as follows: (1) Exhibit VI, (2) Exhibit IV, and (3) Exhibit V.

7.28 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan, and of the United States of America.

7.29 Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

7.30 Mandatory Arbitration. Any controversy or claim between or among the LISD and Contractor, that arises from or relates to this Agreement shall at the request of any party

be determined by arbitration. The arbitration shall be conducted in Lenawee County, Michigan, in accordance with the United States Arbitration act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement and under the Commercial Rules of the American Arbitration Association (the "AAA"). The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The decision of the arbitrator shall be final. Judgment upon the arbitration award may be entered in any court having jurisdiction.

In Witness Whereof, the undersigned voluntarily executes this Contract on behalf of the Contractor and the Lenawee Intermediate School District, and by doing so legally obligates and binds Contractor and the Lenawee Intermediate School District to the terms and conditions of this Contract.

CONTRACTOR:

By: _____

Its:

Dated: _____

LENAWEE INTERMEDIATE SCHOOL DISTRICT, a Michigan intermediate school district

By: _____
Mark E. Haag, Ed.S.

Its: Superintendent

Dated: _____

LENAWEE INTERMEDIATE SCHOOL DISTRICT

Lenawee County Data Warehouse Solution

EXHIBIT I

SCOPE OF CONTRACTOR'S SERVICES

DRAFT

LENAWEE INTERMEDIATE SCHOOL DISTRICT

Lenawee County Data Warehouse Solution

EXHIBIT II

TERMS OF PAYMENT FOR SERVICES

NOT TO EXCEED AMOUNT:

DRAFT