



REQUEST FOR PROPOSAL

FOR

Microsoft Enterprise Agreement

RFP NUMBER: 26-020

ISSUED: FEBRUARY 23, 2026

Genesee Health System 1040 W. Bristol Road, Flint, MI 48507

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1. SCOPE OF WORK

1.1. PROJECT SUMMARY

Genesee Health System (GHS or Board) is requesting proposals from interested and qualified parties to provide **MICROSOFT SOFTWARE LICENSING**. Managed care has created a need for GHS to more clearly define the role of and expectations for contractors from whom **MICROSOFT SOFTWARE LICENSING**, are purchased. The RFP establishes criteria and requirements that have been designed to cover important aspects of the services to be provided.

1.2. ELIGIBILITY CRITERIA

Certified Microsoft partner/reseller.

1.3. SPECIFIC REQUIREMENTS:

The responding organizations will have the expertise and are interested in providing **MICROSOFT SOFTWARE LICENSING 3 year term 7-1-2026 to 6-30-2029** in Genesee County, under a contract with GHS for Unlimited use of Microsoft software and services for GHS business needs.

GHS seeks to establish a comprehensive Microsoft enterprise agreement to support its information technology infrastructure and operational requirements. This procurement will encompass the acquisition, management, and maintenance of Microsoft software licenses necessary for the delivery of behavioral health services and administrative functions throughout GHS facilities in Genesee County, MI.

The selected contractor shall provide a complete Microsoft licensing solution that addresses the evolving technology needs of GHS while ensuring compliance with all applicable licensing requirements and behavioral health industry standards.

A. Enterprise Agreement

Item name	Part number	Pool	Product family	Quantity ordered
Azure prepayment	6QK-00001	Servers	Azure Monetary Commitment	1
Azure Monetary Commitment Provision	AAA-35418	Servers	Azure Monetary Commitment	1
CCAL Bridge O365 Sub Per User	AAA-12414	Servers	Core CAL Bridge O365	690
Entra ID P2 Sub Per User	6E6-00003	Servers	Entra ID P2	8
O365 E3 Sub Per User	AAA-10842	Servers	O365 E3	770
Power Automate Premium Sub Per User	1O4-00001	Servers	Power Automate Premium	4
Power BI Pro Sub Per User	NK4-00002	Servers	Power BI Pro	4
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	Servers	SQL Server Enterprise Core	2
SQL Server Standard Core ALng SA 2L	7NQ-00292	Servers	SQL Server Standard Core	2
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Servers	Teams AC with Dial Out US/CA	695
Teams Rooms Pro Sub Per Device	V9B-00001	Servers	Teams Rooms Pro	1
Teams Shared Devices Sub Per Device	KXG-00002	Servers	Teams Shared Devices	1
Visio P2 FSA Renewal Sub Per User	9K3-00002	Applications	Visio P2 FSA Renewal	5
Visual Studio Pro MSDN ALng SA	77D-00111	Applications	Visual Studio Professional MSDN	4
Win Server Standard Core ALng SA 16L	9EM-00267	Servers	Win Server Standard Core	18

- 3-year with each year Individually Priced, optional 3-year renewal;
- Payment Options Requested: Annual

B. License Provisioning and Management

The contractor shall provide:

- a. Comprehensive assessment of current Microsoft licensing needs across all GHS departments and locations in Genesee County, MI
- b. Recommendations for optimal licensing models based on user counts, deployment scenarios, and usage patterns
- c. Procurement and delivery of all required Microsoft software licenses
- d. License activation and account services

C. License Types and Models

The contractor shall provide appropriate licensing options including:

- a. Subscription-based licensing models
- b. User-based licensing
- c. Device-based licensing
- d. Enterprise agreements tailored to GHS requirements

D. Integration Requirements

All licensing solutions must:

- a. Integrate with existing GHS IT asset management systems
- b. Support single sign-on capabilities where applicable
- c. Comply with healthcare data security standards
- d. Enable centralized administration and management
- e. Support both on-premise and cloud-based deployments

E. Deliverables

Initial Implementation

- a. License deployment and activation documentation
- b. Training materials and user guides

F. Technical Support Services

The contractor shall deliver:

- a. 24/7 technical support for critical issues affecting tenant
- b. Business hours support for non-critical issues
- c. Escalation procedures for complex technical issues
- d. Act as a liaison for complicated issues with Microsoft direct

G. Support Requirements

- a. Designation of dedicated account management team and escalation plan
- b. Participation in GHS technology planning sessions
- c. Coordination with local IT staff for implementation activities

H. Compliance and Audit Support

The contractor shall provide:

- a. Documentation of all license transfers, additions, and removals
- b. Annual compliance status reporting.
- c. True up quotes and procurement

I. Cost Proposal

1.4. GENERAL REQUIREMENTS AND STANDARDS

- A. The selected Offeror shall comply with all privacy and security standards as stipulated by the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- B. The selected Offeror shall comply with all Federal and Michigan Laws, regulations and the Michigan Administrative Code, the Michigan Mental Health Code, 42 CFR and the Michigan Department of Health and Human Services (MDHHS) Contractual obligations.
- C. The selected Offeror to provide these services will be in compliance with all applicable State and Federal standards and guidelines.
- D. The Board reserves the right to accept or reject any/all proposals received pursuant to this RFP, in whole or in part; and/or to waive any/all irregularities therein; and/or to delete/reduce the units of service; and/or to negotiate proposal terms in any way whatsoever to obtain a proposal as deemed in its best interest. The Board reserves the right to re-solicit/re-advertise as deemed necessary.

1.5. TERM

The desired term of the agreement is three (3) years, with an optional 3-year renewal. The awarded contract will be funded by public funds. Termination due to lack of funding if/or when the funds are not appropriated or if the funding is discontinued, GHS may terminated the contract by written notice.

2. CURRENT CONDITIONS

2.1. ABOUT THE OWNER

The Board received Authority status as of January 1, 2013, effectively becoming a distinct non-profit separate from the County of Genesee.

Consequently, the Offeror should be aware that providers from whom the Board purchases services are expected to operate in the marketplace and be able to effectively meet the requirements for establishing and maintaining a contractual relationship with the Board. This RFP establishes criteria and requirements that have been designed to cover important aspects of the services to be provided.

Background

GHS requires a reliable and cost-effective Microsoft software licensing structure to support its managed care operations and behavioral health service delivery model.

Current operational demands require GHS to maintain various Microsoft software products including but not limited to operating systems, productivity suites, server applications, database management systems, and collaboration tools. The organization seeks to optimize its licensing strategy to ensure appropriate coverage while maximizing value and maintaining flexibility for future growth.

3. PROPOSAL REQUIREMENTS

3.1. DATE AND TIME REQUIREMENTS

The Board will make every effort to adhere to the schedule below. However, the Board reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. All time is local to Flint, Michigan:

EVENT	TIME and DATES
Issue RFP	Monday, February 23, 2026
Questions accepted until (in offering at https://www.bidnetdirect.com/mitn)	Tuesday, March 10, 11:00 am
Response to written questions posted on:	Friday, March 13, 2026
Deadline for Final Submission of Proposals DUE DATE:	Tuesday, March 31, 2026 11:00 am
Award (tentatively)	Thursday, April 23, 2026 GHS Board meeting
Service Date:	July 1, 2026, or other date agreed to by both parties

3.2. GENERAL FORMAT

A. Preparation and Formatting Requirements [Non-Scored]

The Offeror shall be responsible for preparing and submitting an effective, clear, and concise proposal. Proposals must contain the following information:

- (a) Shall be written in the English language
- (b) Offeror will prepare a comprehensive document incorporating responses to each Section; said responses shall be presented as follows: Font Style “Arial or Calibri” with a minimum Font Size of 11
- (c) Offeror shall prepare a Table of Contents with page numbers. Proposal pages must be numbered.
- (d) All areas of the proposal must be addressed in the same sequence cited in the RFP Submission Requirements in order that proper consideration is given to the proposal. Proposals submitted without information or incomplete content will result in the proposal being removed from consideration.
- (e) Offeror shall respond regarding how they will answer or meet the requirements of each Section, cite the section number for each response with each section corresponding to the Table of Contents.
- (f) The Offeror must complete an **Offeror Background Submittal Form A, Form B – Verification, Form C – Cost Proposal, Form D - References** and submit with the proposal.
- (g) The only accepted document formats for email submission are .pdf or Microsoft Word .doc, .docx
- (h) Proposal must be signed by the official authorized to bind the submitter to its provisions.

3.3. SUBMISSION REQUIREMENTS

- A. It is the responsibility of the Offeror to understand all details of the RFP. The Offeror, by submitting a response indicates a full understanding of all details and specifications of the RFP. Offerors are expected to present narrative statements/summaries in a clear, concise, and organized manner for review.
- B. **The Offeror is solely responsible for delivery of One (1) original submitted at <https://www.bidnetdirect.com/mitn>.** GHS has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) to post bid opportunities at the site and receive proposal submissions. Proposals will be accepted until **Tuesday, March 31, 2026 11:00 am.** Proposals must be received by this date and time in order for the proposal to be considered. All time is local to Flint, Michigan.

3.4. SUBMITTAL FORM TEMPLATES

- A. The offeror must ensure that their response meets all form and content requirements detailed within this RFP. This RFP contains Submittal Forms, which must be used by the Offerors to submit their proposal. It is expected that the proposal will follow the order of the provided forms.

Submittal Form	
FORM A - OFFEROR BACKGROUND	
FORM B – VERIFICATION	
FORM C – COST PROPOSAL	
FORM D – REFERENCES	

3.5. Proposal Format

- A. **Offeror Information** (Submittal Form A)
 - a. Complete the information on Form A
 - b. Offeror must disclose any litigation involving the organization during the past five (5) years.
 - c. All interested firms shall submit a capabilities package that explicitly demonstrates company capabilities-indicating examples of commercial sales and product specifications related to this effort.
 - d. Respondents are further requested to indicate their status as a Foreign-owned/foreign-controlled firm and any contemplated foreign national employees on this effort.
- B. **Verification:** Complete the verification form and include the following supporting documentation, (Submittal Form B)
 - a. Offeror shall submit documentation and proof of entity (e.g. IRS 501c3 determination); copy of Articles of Incorporation or document under which the organization is constituted/organized from its inception; preference.
 - b. The proposer shall attach a copy of its Distribution License (if applicable)
- C. **Executive Summary and Agency Background:** An overview of the agency's qualifications, experience, and understanding of the scope of work. Offeror shall describe any

qualifications and/or experience and/or demonstrated competency to complete the defined services.

- a. As part of the proposal, include a list of any known potential subcontractors, including the portion of work being contracted out to other licensed contractors. This listing of potential subcontractors shall be limited to the name of the company, name of the company's owner(s), and business address. If any other subcontractor is selected after a contract is awarded, the successful Offeror shall provide the Board with the name of the company, its owner(s), and address. This requirement is not intended to apply to minimal relationships such as the purchase of a small dollar amount of supplies to complete a project. The offeror shall not enter into subcontracts to the final agreement with additional parties without obtaining prior written approval of the Board. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of the contract. The offeror shall be responsible for the performance of all subcontractors.

D. Technical Capability and Solution Approach

Describe how the specification requirements in Section 1.3 B – H will be met.

3.6. COST PROPOSAL

- A. Submit the cost proposal as a separate file, not included with the technical proposal. The file must be named with the proposer's company name and Cost Proposal (i.e. CompanyABC cost proposal.pdf).
- B. GHS participates in various cooperative purchasing programs, including but not limited to Omnia Partners, Sourcewell, MiDeal, and 1GPA. Proposers may, at their option, offer pricing based on any cooperative contract under which GHS is eligible to purchase, if doing so provides equal or better pricing and terms than a standalone agreement. If proposing cooperative-based pricing, clearly identify:
 - a. Cooperative name
 - b. Contract number and name
 - c. Expiration date
 - d. Applicable categories or itemsGHS reserves the right to accept or reject the use of any cooperative agreement if it is not deemed to be in the best interest of the agency.
- C. Proposers shall submit a primary cost proposal and may submit an alternative cost proposal utilizing an eligible cooperative contract, if beneficial to GHS. The agency will evaluate whichever option provides the best overall value. Membership numbers and verification documentation will be provided to the awarded vendor as needed for contract activation.
- D. Provide a brief narrative explaining pricing assumptions, any discounting or optimization strategies (e.g., use of Azure Monetary Commitment, bundling, reserved instances if relevant), and budgeting/forecasting support will be provided. Identify any escalators, price protections, or caps across the 3-year term.
- E. Complete Submittal Form C
 - a. Payment Requested: Annual
 - b. Include a sample detailed invoice representative of an invoice GHS can expect to receive.

- c. All prices are to be quoted in US dollars.
- d. Cost Proposal consists of 3 sections. All to be completed:
 - i. Section 1: Itemized License Pricing Table
 - ii. Section 2: Additional Costs and Services
 - iii. Section 3: Total Cost of Ownership Summary this includes an option to provide renewal pricing for years 4 – 6.

3.7. REFERENCES

Provide specific examples of how you have successfully implemented Microsoft licensing solutions for organizations similar to GHS, including details on the size of the organization, complexity of their operations, and outcomes achieved. Provide a list of 4 customer references including: business name, contact name & title, telephone number, business address, and approximate dollar value of annual software renewals, of customers who agree to be contacted as a reference for your company.

References: (Submittal Form D)

4. EVALUATION PROCEDURES

4.1. EVALUATION CRITERIA

Proposals will be examined by a GHS evaluation team and scored. The intent of the evaluation process is to determine, through application of uniform criteria, how effectively the proposed service satisfies GHS requirements. The evaluation team will assign quality point scores to each proposal using the criteria listed below.

A. CAPABILITY AND SOLUTION APPROACH (30 Points)

Offeror's information, proposed Microsoft licensing solution architecture and its alignment with GHS service delivery requirements. Assessment will focus on the comprehensiveness of the proposal.

B. PRICING AND COST STRUCTURE (40 Points)

Total cost of ownership for the proposed Microsoft licensing solution including all license fees, account support services, and implementation costs. Review of sample detailed invoice.

C. SERVICE DELIVERY AND TECHNICAL SUPPORT MODEL (20 Points)

Offeror's proposed service delivery framework including initial implementation approach, ongoing support structure, and capabilities.

D. COMPLIANCE MANAGEMENT AND REPORTING CAPABILITIES (10 Points)

The offeror's ability to maintain accurate license inventory, document all license transfers, additions, and removals, and provide annual compliance status reporting to GHS leadership will be evaluated.

4.2. EVALUATION PROCESS

The contract resulting from this RFP, if any, will be awarded to the responsive and responsible Offeror offering the greatest benefit to GHS, as determined by GHS, when considering technical suitability for intended GHS purpose, supplier performance potential, and total cost.

At the discretion of the evaluation team, they may request oral presentations, or additional information for clarification from the offeror. During the aforementioned procedures, neither the names of any of the offeror nor the contents of any proposal will be disclosed until the completion of recommended award of proposal.

5. ADMINISTRATIVE REQUIREMENTS

5.1. QUESTIONS, INQUIRES, CLARIFICATIONS, REQUESTS FOR INFORMATION

- A. All communications, any modifications, clarifications, amendments, questions, responses, or any other matters relating to this SOLICITATION must be submitted online in writing in the posted SOLICITATION at <https://www.bidnetdirect.com/mitn> Questions will be responded to in writing and made available to all interested parties via posting at <https://www.bidnetdirect.com/mitn> in the posted SOLICITATION and available to all interested parties via posting on the Board's web page www.genhs.org under the <https://genhs.org/solicitation-grant-opportunities/> link.
- B. Offeror's are permitted to use Artificial Intelligence (AI) tools to assist in reviewing the RFP documents; however, all clarification requests or questions submitted to GHS must be the result of offeror review and must reflect the offeror's own understanding of the solicitation.
- C. GHS will not respond to questions that appear to be generated solely by AI tools without context, relevance, or proper review by the offeror. Such submissions may be considered non-responsive. Offerors are responsible for the accuracy, clarity, and appropriateness of any questions submitted. Misuse of AI tools resulting in irrelevant, excessive, or incoherent clarification requests may be grounds for disqualification or rejection of the proposal.

5.2. PURCHASING CONTACT

- A. The purchasing contact on this project is Cindy Stahmer, Purchasing Manager contact via email at cstahmer@genhs.org for matters not addressed in previous paragraph. No contact regarding this solicitation made with other GHS employees is permitted. Any violation of this condition may result in immediate rejection of the application.

5.3. ADDENDA

- A. All Applicants shall be responsible for routinely checking the GHS website at <https://genhs.org/solicitation-grant-opportunities/> and/or the posted SOLICITATION at <https://www.bidnetdirect.com/mitn> for issued addenda and other relevant information. GHS shall not be responsible for failure of an Applicant to obtain addenda and other relevant information issued at any time related to this SOLICITATION.

6. PROPOSAL FORMS

Following Pages

SUBMITTAL FORM A – OFFEROR INFORMATION

RFP Number: **26-020**

RFP Name: **Microsoft Enterprise Agreement Renewal**

Offeror Information

Name of Organization:

Address:

Person to Contact, identify an individual that can be contacted for clarification on the proposal:

Name:

Title:

E-Mail Address:

Telephone Number:

STATEMENT OF CERTIFICATIONS AND ASSURANCES

1) The Offeror has thoroughly reviewed this RFP, contract documents, and all pertinent appendices, exhibits, and attachments included as part thereof, and that we fully understand all elements required for the full completion of the project as defined therein. 2) The Offeror further certifies that, if selected as the successful firm, we will enter into a contract agreement. 3) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other firms or with any other competitor. 4) By signature below the signatory certifies legal authority to bind the responding entity to the provisions of this RFP and any contract awarded pursuant to it. The Board may, at its sole discretion and at any time, require evidence documenting the signatory’s authority to be personally bound or to legally bind the responding entity.

Authorized Representative Signature

Date

Printed Name & Title

Include the following as attachments with submittal Form A:

- Offeror must disclose any litigation involving the organization during the past five (5) years.
- Offeror confirms no Conflict of Interest exists as defined in section 7.5, if not, attach a statement explaining the conditions.
- Provided status as a Foreign-owned/foreign-controlled firm and any contemplated foreign national employees on this effort

SUBMITTAL FORM B – VERIFICATION

No.	Confirmation	Response*
1	The offeror has the expertise and are interested in providing MICROSOFT SOFTWARE LICENSING 3 year term 7-1-2026 to 6-30-2029 this includes the license provisioning and management of the defined license types and models	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
2	The offeror can provide implementation, technical support, compliance and audit support.	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
3	This proposal response was developed with an AI tool. If agree, comment on how the tool was used and how the offeror has taken responsibility for the accuracy and clarity of the proposal.	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree
4	The cost proposal is a reliable and cost-effective Microsoft software licensing structure	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree

***Attach additional information on any subject where the Offeror responded “Disagree” to a question above**

Include the following, as attachments with submittal form B:

Offeror shall submit documentation and proof of entity (e.g. IRS 501(c)3 determination); copy of Articles of Incorporation or document under which the organization is constituted/organized from its inception;

SUBMITTAL FORM C: COST PROPOSAL

SECTION 1: ITEMIZED LICENSE PRICING TABLE Contract Term: July 1, 2026 – June 30, 2029

Item Name	Part Number	Pool	Product Family	Qty	Year 1 Unit Price	Year 1 Extended	Year 2 Unit Price	Year 2 Extended	Year 3 Unit Price	Year 3 Extended	3-Year Total
Azure prepayment	6QK-00001	Servers	Azure Monetary Commitment								
Azure Monetary Commitment Provision	AAA-35418	Servers	Azure Monetary Commitment		Estimated \$2000 monetary commitment per month						
CCAL Bridge O365 Sub Per User	AAA-12414	Servers	Core CAL Bridge O365	690							
Entra ID P2 Sub Per User	6E6-00003	Servers	Entra ID P2	8							
O365 E3 Sub Per User	AAA-10842	Servers	O365 E3	770							
Power Automate Premium Sub Per User	1O4-00001	Servers	Power Automate Premium	4							
Power BI Pro Sub Per User	NK4-00002	Servers	Power BI Pro	4							
SQL Server Enterprise Core ALng SA 2L	7JQ-00343	Servers	SQL Server Enterprise Core	2							
SQL Server Standard Core ALng SA 2L	7NQ-00292	Servers	SQL Server Standard Core	2							
Teams AC with Dial Out US/CA Sub Add-on	NYG-00001	Servers	Teams AC with Dial Out US/CA	695							
Teams Rooms Pro Sub Per Device	V9B-00001	Servers	Teams Rooms Pro	1							
Teams Shared Devices Sub Per Device	KXG-00002	Servers	Teams Shared Devices	1							
Visio P2 FSA Renewal Sub Per User	9K3-00002	Applications	Visio P2 FSA Renewal	5							
Visual Studio Pro MSDN ALng SA	77D-00111	Applications	Visual Studio Professional MSDN	4							
Win Server Standard Core ALng SA 16L	9EM-00267	Servers	Win Server Standard Core	18							
TOTAL COST											

SECTION 2: ADDITIONAL COSTS AND SERVICES

Service Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	3-Year Total
Implementation/setup fees		N/A	N/A	
License provisioning and activation				
Training services				
Dedicated account management				
Compliance audit support				
Reporting/dashboard tools				
Other (specify):				
TOTAL ADDITIONAL COSTS				

SECTION 3: TOTAL COST OF OWNERSHIP SUMMARY

Cost Category	Year 1	Year 2	Year 3	3-Year Total
Total License Costs				
Total Additional Costs				
TOTAL COST OF OWNERSHIP				

Optional Renewal Term Pricing (Years 4-6):

Cost Category	Year 4	Year 5	Year 6	3-Year Renewal Total
Projected Total Cost				

SUBMITTAL FORM D – REFERENCES

Reference 1	
Client's Name:	
Business Address:	
Contact Name and Title:	
Phone and Email:	
Value of annual software renewals:	
Complexity of operation	
Outcomes achieved	
Reference 2	
Client's Name:	
Business Address:	
Contact Name and Title:	
Phone and Email:	
Value of annual software renewals:	
Complexity of operation	
Outcomes achieved	
Reference 3	
Client's Name:	
Business Address:	
Contact Name and Title:	
Phone and Email:	
Value of annual software renewals:	
Complexity of operation	
Outcomes achieved	

Reference 4	
Client's Name:	
Business Address:	
Contact Name and Title:	
Phone and Email:	
Value of annual software renewals:	
Complexity of operation	
Outcomes achieved	

7. STANDARD TERMS & CONDITIONS

7.1. COST LIABILITY

A. The Board assumes no responsibility or liability for costs by the Offeror, or any Offeror prior to the execution of a contract between the organization and the Board. The Offeror agrees that its proposal will be considered an offer to do business with the Board in accordance with its proposal, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission.

7.2. OTHER MATERIALS

A. Offerors may attach other materials believed to be relevant to illustrating the Offeror's ability to successfully provide these services. Only material which includes a clearly stated value to GHS will be considered. The offeror must state the relevance and reason for including additional information.

7.3. AWARD OF CONTRACT

- A. It is the intent of the Board to enter into a contract with provider(s) that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to provide the requirements under this proposal.
- B. Award recommendations are contingent upon an initial evaluation of the Offeror's qualifications to determine if the Offeror is a quality provider.
- C. Offerors who are awarded contracts shall not assign or delegate any of their duties or obligations under the contract to any other party without written permission of the Board.

7.4. DISCLOSURE

A. All information in an Offeror's proposal is subject under the provisions of Public Act No. 442 of 1976 known as the Freedom of Information Act.

7.5. CONFLICT OF INTEREST

A. Offerors awarded a contract will affirm that no principal, representative, agent, or other acting on behalf of or legally capable of acting on the behalf of the Offeror, is

currently an employee of the Board; nor will any such person connected to the Offeror currently be using or privy to any information regarding the Board which may constitute a conflict of interest.

- B. At the time of the proposal, all Offerors shall disclose any known direct or indirect financial interests (including but not limited to ownership, investment interests, or any other form of remuneration) that may be present between the Offeror or its potential subcontractors, and Board personnel. This disclosure shall be made to the Boards' Director of Operations who will forward the information to the CEO.

7.6. RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

- A. The relationship between the Board and any Offerors successful in obtaining a contract is that of client and independent contractor. No agent, employee, or servant of the contractor shall be deemed to be an employee, agent, or servant of the Board for any reason. The independent contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, and servants during the performance of a contract resulting from the RFP.

7.7. NO WAIVER OF DEFAULT

- A. The failure of the Board to insist upon strict adherence to any term of a contract resulting from this RFP shall not be considered a waiver or deprive the Board of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

7.8. DISCLAIMER

- A. All the information contained within this RFP reflects the best and most accurate information available to the Board at the time of the RFP preparation. No inaccuracies in such information shall constitute a basis for legal recovery of damages, either real or punitive. If it becomes necessary to revise any part of this RFP, a supplement will be issued to all potential Offerors who obtained the original RFP.