



SERVICE  
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**ADMINISTRATIVE SERVICES**

33500 Van Born Road  
Wayne, Michigan 48184-2497  
[www.RESA.net](http://www.RESA.net)

Steven G. Ezikian  
Deputy Superintendent  
(734) 334-1451  
Fax (734) 334-1662  
[ezikias@resa.net](mailto:ezikias@resa.net)

**February 02, 2018**

**REQUEST FOR PROPOSAL**  
**VOICE TELECOMMUNICATION SERVICES**  
**RFP #18-003-284**

**Due Date:**           **March 05, 2018**  
                              **10:00 A.M. local time**  
                              **Purchasing Office**

**Bid Opening:**       **March 05, 2018**  
                              **10:30 A.M. local time**  
                              **Room 156**  
                              **Vendors may attend; however, no award will be made at this time.**

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## I. INSTRUCTION TO VENDORS

### A. Scope

The Wayne County Regional Educational Service Agency (RESA) is requesting proposals, on behalf of a Telecommunications Consortium, consisting of Public School Districts in southeast Michigan, for discount agreements on multi-year (3 year preferred) contracts with the option for two (2) additional one (1) year contracts for data and voice telecommunication services. Other agencies/school districts may at the option of Wayne RESA join the Consortium at a later date.

Electronic forms of all bid documents are available online at:

<http://www.resa.net/services/purchasing/rfp>

If you experience problems in downloading the documents, contact, Steven Ezikian of the Wayne RESA Purchasing Office. The phone number is 734-334-4511. The e-mail address is [ezikias@resa.net](mailto:ezikias@resa.net).

### B. Introduction

The Wayne County Regional Educational Service Agency (RESA), established by the Michigan Legislature in 1960, is the largest of 56 such agencies throughout the state. It is governed by a publicly elected Board of Education. RESA provides a wide variety of service to 33 public school districts in Wayne County, Michigan; serving over 273,000 students. RESA through various consortium arrangements provides a variety of services to other educational agencies throughout the state of Michigan. This bid seeks to establish a discount agreement for data and voice telecommunication services. The connectivity solutions while being bid and facilitated by Wayne RESA will be offered to local school districts. Those agencies will be billed directly by the successful vendor.

The school districts in Wayne County represent a diverse mix of telecommunications usage which makes it extremely difficult to gauge the maximum amount of services that may be ordered under contract. Therefore, this bid seeks to establish a pricing based on quantities derived from a survey of our service area. Some school districts however, may opt to sign up after existing contracts expire rather than be subject to early termination fees. Bidders should keep in mind the potential business possible when responding to this bid.

The services requested in this bid are all eligible for reimbursement under the Universal Service Fund E-Rate program. This bid is one component of an E-Rate form 470 filing by Wayne County RESA on behalf of our Telecommunications Consortium. **Only those corporations that are recognized as telecommunications providers by the Michigan Public Service Commission (MPSC) and therefore eligible to participant in this program are acceptable bidders.** It is the responsibility of all bidders to be aware of and abide by the rules and regulations of this program. Local school districts will issue E-Rate form 471 funding requests based on information provided by the successful bidder. It will be the responsibly of that bidder to provide any additional documentation to aid the local school

district in their filing or in any subsequent questions that arise while their application is reviewed by the Schools and Library Division of the Universal Service Fund.

Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The successful bidder agrees to receive a portion of the payment for the provision of goods and services described herein directly from the Universal Service Fund (“USF”), and/or its agents, the National Exchange Carrier Association (“NECA”), and/or the Schools and Libraries Corporation (“SLC”). Wayne RESA and its consortium school districts and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C. F. R. #254, and any competitive bidding requirements contained in 47 C. F. R. #54.504.

### C. Proposal Process

1. Proposal must be prepared in compliance with provisions of this RFP. Failure to comply with all provisions of this RFP may result in disqualification of the proposal.
2. Proposals must be received by mail or delivery, by **10:00 A.M.**, local time on **March 05, 2018**. Bid Proposal Package must include the following:
  - Signature Page (Attachment #1), use as cover page.
  - Bid Proposal (Attachment #2), **one (1) signed original, two (2) copies and one electronic copy (include media with the sealed bid documents)**
  - Statement of Qualifications (Attachment #3)
  - Ethical Standards Affidavit (Attachment #4) **MUST BE NOTARIZED**
  - Conflict of Interest Affidavit (Attachment #5) **MUST BE NOTARIZED**
  - Certificate of Liability Insurance (Attachment #6)
  - Assurances and Certifications (Attachment #7)

Any proposal received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Proposals received by facsimile transmissions or electronic mail will not be considered valid unless also received by mail or delivery by the stated deadline.

3. When submitting a bid proposal, use only the forms provided in the bid packet. Electronic versions may be found on the Wayne RESA web page at: <http://www.resa.net/services/purchasing/rfp/> . **Forms that have been altered or substitute forms will not be accepted.**
4. ALL submitted documents must be typed or computer generated. No hand written documents will be allowed. This includes, but is not limited to, Attachments 1-7.
5. Bid only the items as specified.

6. Address Proposals to: Steven Ezikian  
Wayne RESA  
Purchasing Department; Proposal #18-003-284  
33500 Van Born Road  
Wayne, MI 48184-2497
7. Proposals will be opened publicly in a manner to avoid full public disclosure of contents; however, names of the Vendors and the bid amount will be read aloud.
8. Before submitting a proposal, each Vendor shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
9. Inquiries regarding the technical specifications of this RFP may be directed to:  
**James Rarus**  
**Manager, RESA Network & Security Services**  
**734-334-1349**  
**Email: [rarusj@resa.net](mailto:rarusj@resa.net)**
- Requests for information relating to procedural issues should be directed to:  
Steven Ezikian  
Purchasing  
734-334-1451  
Email: [ezikias@resa.net](mailto:ezikias@resa.net)
10. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify RESA of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from RESA's Purchasing Department as well as being posted on the Wayne RESA website. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
11. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Vendor, shall be included in the proposal.
12. No allowance will be made after proposals are received and opened, for oversight, omission, error or mistake by Vendor.
13. All proposals and any accompanying documents become the property of RESA and will not be returned.

14. RESA will not be liable in any way for any costs incurred by Vendors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
15. RESA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
16. Receipt of proposal materials by RESA or submission of a proposal to RESA offers no rights against RESA nor obligates RESA in any manner.
17. RESA reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.
18. Proposal must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.
19. All proposals shall be a matter of public record subject to the provisions of Michigan law.

#### **D. Evaluation of Proposals and Award**

1. All Vendors, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.
2. RESA, at its sole discretion, shall determine whether particular Vendors have the basic qualifications to conduct the desired service for RESA. In determining whether a Vendor possess the basic qualifications to operate, RESA may consider, but not be limited to, the following: (a) Vendor's general reputation for performance and service; (b) Vendor's longevity of service (number of years) and previous experience in operation of public assembly facilities; (c) Years of continuous business; (d) Vendor's financial condition, and (e) Flexibility in migrating to newer technology – movement between services without termination charges. Consideration will be given to vendors that respond for multiple services.
3. Representatives of the Wayne RESA Telecommunications consortium may select more than one successful vendor for the same service. Multiple selections could result from the large and diverse technical requirements of Consortium members not reflected in only one proposal. A Consortium member will make a final selection based on local technical requirements of the most cost effective solution.
4. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
5. Award shall be made to the most responsible Vendor whose proposal is determined to be the most advantageous to RESA taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between RESA and the Vendor.

6. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
7. RESA reserves the right to accept or reject in part or in whole any or all proposals submitted.
8. RESA reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Vendor's price contained in the cost proposal.
9. RESA reserves the right to negotiate further with the successful vendor. The content of the RFP and the successful Vendor's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
10. By submission of proposals pursuant to this RFP, Vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
11. A proposal in response to an RFP is an offer to contract with RESA based upon the terms, conditions, and scope of work and specifications contained in the RFP.
12. RESA has the right to use, as RESA determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.
13. Vendors must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
14. All proposals must be valid for 60 days from the proposal submission date.
15. Proposals received after the specified date and time for proposal submission shall not be considered, but will be recorded, filed, and shall remain sealed.

F. Bid Protest Process

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with RFP specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
- B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
- D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
- F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.



## II. SPECIFICATIONS

### A. General

Specifications are intended to define the level of quality and performance of the requested equipment/service and not to be restrictive. All variations from the specified items shall be fully explained and included with the bid. Manufacturer names and manufacturer product numbers shall be used in all cases. All prices quoted shall be on a unit basis. The determination of the Bid Evaluation Committee as to what alternates (if applicable) are equal shall be final and conclusive.

Each bid shall include:

- Attachments **1 through 7**, properly completed
- State the time necessary to complete the project
- Model and feature numbers of equipment quoted
- A plan for installation
- Used equipment, if applicable, must be stated as certified and meet original manufacturer specifications.
- Shipping is to be invoiced separately

### B. Voice Telecommunication Services (E-Rate) Specifications

- This bid seeks to establish a discount agreement for voice telecommunication services. The connectivity solutions while being bid and facilitated by Wayne RESA will be offered to local school districts. Those agencies will be billed directly by the successful vendor.
- Many of the services sought in this RFP are “copper based” and as such may have more cost effective fiber and wireless solutions. Vendors are encouraged to provide alternative solutions to those requested in this RFP.
- This bid seeks to establish a pricing based on quantities derived from a survey of our service area. Some school districts however, may opt to sign up after existing contracts expire rather than be subject to early termination fees. Bidders should keep in mind the potential business possible when responding to this bid.
- The services requested in this bid are all eligible for reimbursement under the Universal Service Fund E-Rate program. This bid is one component of an E-Rate form 470 filing by Wayne County RESA on behalf of our Telecommunications Consortium. Only those corporations that are recognized as telecommunications providers by the Michigan Public Service Commission (MPSC) and therefore eligible to participate in this program are acceptable bidders. It is the responsibility of all bidders to be aware of and abide by the rules and regulations of this program. Local school districts will issue E-Rate form 471 funding requests based on information provided by the successful bidder. It will be the responsibility of that bidder to provide any additional documentation to aid the local school district in their filing or in any subsequent questions that arise while their application is reviewed by the Schools and Library Division of the Universal Service Fund.

- Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The successful bidder agrees to receive a portion of the payment for the provision of goods and services described herein directly from the Universal Service Fund (“USF”), and/or its agents, the National Exchange Carrier Association (“NECA”), and/or the Schools and Libraries Corporation (“SLC”). Wayne RESA and its consortium school districts and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C. F. R. #254, and any competitive bidding requirements contained in 47 C. F. R. #54.504.
- **In addition to Wayne RESA** the following school districts/academies have indicated their interest to participate. Their anticipated demand is reflected in the numbers provided below.
- Other agencies/school districts may at the option of Wayne RESA join the Consortium at a later date.

Wayne County Districts		
Allen Park	Gibraltar	Redford Union
	Grosse Ile	River Rouge
Covenant House	Grosse Pointe	Riverview
	Hamtramck	Romulus
	Harper Woods	South Redford
Crestwood	Henry Ford Academy	Southgate
Dearborn		Taylor
Dearborn Academy		
Dearborn Heights #7		Trenton
	Huron	Van Buren
Detroit Public Schools Community District		Wayne County RESA
	Lincoln Park	Wayne-Westland
Ecorse	Livonia	Westwood
	Melvindale-Northern Allen Park	West Village Academy
Flat Rock		Woodhaven
	Northville	Wyandotte
Garden City	Plymouth-Canton	
Livingston County Districts		
Brighton	Hartland	Livingston ESA
Fowlerville	Kensington Woods HS	Pinckney

## CENTREX VOICE SERVICE

The Centrex service is a central office-based system for voice and data. See requirements below.

### Technical Requirements – Centrex Voice Service or equivalent

- 556 Centrex lines (under contract, 4<sup>nd</sup> quarter 2017)
- Option for non-copper based equivalent service
- Basic features at no additional charge, listed below

Where facilities and conditions permit, each Basic Station Line provides for the following Basic Features:

Call Diverting	Direct Outward Dialing
Call Forwarding – All Calls	Distinctive Ringing And Call Waiting Tones
Call Forwarding – Busy	End To End Signaling
Call Forwarding – Don't Answer	Equal Access For Inter-LATA Calling
Call Hold	Hunting Arrangements
Call Pickup	Intercom Calling
Call Transfer (intra-system) – All	Message Waiting Indicator
Call Transfer (inter-system) – Deluxe	Night Answer
Cancel Call Waiting	Speed Calling – Short
Centrex Mate (applies to 7+ Line Size Only)	Touch Tone
Consultation Hold Conference Calling – Three Way	Usage Billing By Line Number
Direct Inward Dialing	

Enhanced features available, listed below

Electronic Key Line (EKL) Access

EACH EKL Access provides for:

Analog Line Pick-ups	Leave Message Activation
Automatic Dial w/Display	Listen On Hold
Automatic Line Preselect	Make Set Busy – Except Group Icon
Blind Transfer w/Recall Identification	Make Set Busy
Bridging MADN w/3 Way Calling	Message Retrieval Display
Call Forwarding – Per Key	Message Waiting Activation Control
Call Request – w/ -or- w/o Queue	Message Waiting – Visual
Called Number Display	MADN – Single Call Appearance
Calling Number Display (intercom)	On-hook Dialing
Call Reason Display (enhanced)	Repeat Alert
Directory Number Hunt	Ringng Options – MADN
Display Capability	Secondary MADN Call Forwarding
Executive Busy Override	Set Inspect

Executive Busy Override- Exempt	Short Hunt
Feature Buttons	Stop Hunt Access Code
Group Intercom	Time And Date Display
Last Number Redial	

### **Additional Requirements**

- References from clients in the Metropolitan Detroit area
- Ability to move between similar or enhanced services without early termination charges.

## **ISDN PRI CIRCUITS**

An ISDN PRI circuit provides a connection between a PBX and the local phone exchange.

### **Technical Requirements**

- 8 circuits (under contract, 4<sup>nd</sup> quarter 2017)
- Uniform pricing through out the LATA
- Unlimited local calling option as well as by call pricing

### **Additional Requirements**

- References from clients in the Metropolitan Detroit area
- Ability to move between similar or enhanced services without early termination charges desired

## **LONG DISTANCE SERVICE**

### **Technical Requirements**

- Long distance and local long distance per minute pricing

### **Additional Requirements**

- References from clients in the Metropolitan Detroit area

## **ADDITIONAL SERVICE**

Quote additional service such as:

POTS (Plain Old Telephone Service)

- 877 circuits (under contract, 4<sup>nd</sup> quarter 2017)

## **LENGTH OF CONTRACT**

Provide pricing for a three (3) year contract with the option for two (2) additional one (1) year contracts if mutually agreeable. In addition, it is acceptable to offer any other options that might provide a best case price scenario for districts.

**C. Financing Option            NOT APPLICABLE**

**D. Indemnity, Release, Insurance and Security**

1. Evidence of Vendor Insurance Coverage

The Vendor shall provide RESA at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to RESA, as listed below:

- Certificate of Liability Insurance (Attachment #6) properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.

2. Insurance Requirements

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

- a) The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b) The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
  - 1) Contractual Liability;
  - 2) Products and Completed Operations;
  - 3) Per contract aggregate.
- c) The Vendor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

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

3. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Thomas Rowe, Purchasing Agent, Wayne RESA, 33500 Van Born Road, Wayne, MI 48184."
4. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to Wayne RESA at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless – The Vendor shall indemnify and hold harmless RESA, its officers, agents, and employees from:
  - a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
  - b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - c) RESA will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
  - d) The Vendor shall reimburse RESA any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

#### **E. Default and Termination**

1. In the event the Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, RESA may notify the Vendor of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for RESA in the case of notice by the Vendor.
3. Failure on the part of RESA to notify the Vendor of default shall not be deemed a waiver by RESA of RESA's rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.

4. Upon receipt of notice of default from RESA, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of RESA, RESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to RESA for damages sustained by virtue of any default by the Vendor.
5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event RESA prevails, the Vendor shall pay all expenses of such action including RESA's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
7. Termination of the Agreement by RESA upon default by the vendor shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Vendor, and the bonds shall so specify.

**F. Taxes**

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

**G. Integration**

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

### **III. ATTACHMENTS**

Attachment #1	Signature Page
Attachment #2	Bid Proposal
Attachment #3	Statement of Qualifications
Attachment #4	Ethical Standards Affidavit – Must be notarized
Attachment #5	Conflict of Interest Affidavit - Must be notarized
Attachment #6	Certificate of Liability Insurance
Attachment #7	Assurances and Certifications



**SIGNATURE PAGE**

*This form must be returned, properly executed.  
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for a Proposal made by Wayne WRESA, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Wayne County Regional Educational Service Agency (WRESA) nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that Wayne WRESA will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

-----

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of above: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

Are you a small business?      Yes \_\_\_\_\_      No \_\_\_\_\_

Are you a minority business?      Yes \_\_\_\_\_      No \_\_\_\_\_

If yes, list minority: \_\_\_\_\_

### Bid Proposal

*Additional pages may be added as needed to propose alternative solutions*

Vendor: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Vendor web site: \_\_\_\_\_ Vendor email: \_\_\_\_\_

Description	Bid Price
Centrex Service	
Centrex Voice Service: Basic	
Centrex Voice Service: Enhanced	
Centrex Voice Service: Non-recurring cost per circuit	
Centrex Voice Service: Minimum number of circuits	
Proposed contract length	
ISDN PRI	
ISDN PRI with unlimited local calling price per month	
ISDN PRI by call price per month	
Minimum number of circuits	
Installation costs	
Proposed contract length	
Long Distance Service	
Long Distance – cost per minute	
Minimum number of minutes per month	
Proposed contract length	
POTS (Plain Old Telephone Service)	
Price per line per month	
Installation cost/fees	
Proposed contract length	
Alternative solution (please specify, service, pricing, terms and contract length)	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**VENDOR STATEMENT OF QUALIFICATIONS**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Company Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Contact Name: \_\_\_\_\_

\_\_\_\_\_ Contact Title: \_\_\_\_\_

Company website: \_\_\_\_\_ Email: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

<b>Client Data</b>	<b>Description and Date of Service</b>
Name:	
Address:	
Phone Number:	
Contact Name:	
<hr/>	
Name:	
Address:	
Phone Number:	
Contact Name:	
<hr/>	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ETHICAL STANDARDS AFFIDAVIT**

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state and county, on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Seal

**CONFLICT OF INTEREST AFFIDAVIT**

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all of the following:  
 State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

**CHECK ONE OF THE TWO BOXES BELOW.**

List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

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To the best of my knowledge, no conflict of interest exists.

Print name of bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\*\*\*\*\*

**NOTARY:** State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Seal

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  
INSUREERS AFFORDING COVERAGE

INSURED  
INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

COVERAGES  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGRREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
					AGGREGATE	\$
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					-\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_ CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS  
AUTHORIZED REPRESENTATIVE

## Assurances and Certifications

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

### Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

### Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

### Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature