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

**SEPTEMBER 10, 2020**

**REQUEST FOR QUOTATION**

**RFQ #20-011-651**

**SERVER BLADE TRADE AND PURCHASE**

**Proposal Due Date: Friday, September 25, 2020  
12:00 P.M. EST  
Wayne RESA Purchasing Office**

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## I. INSTRUCTION TO SUPPLIERS

### A. Introduction

The Wayne County Regional Educational Service Agency (WCRESA), established by the Michigan Legislature in 1960, is the largest of fifty-six (56) such agencies throughout the state. It is governed by a publicly elected Board of Education. WCRESA provides a wide variety of service to thirty-three (33) public school districts and approximately 110 charter schools in Wayne County, Michigan; serving over 275,000 students. WCRESA, through various consortium arrangements, provides a variety of services to other educational agencies throughout the state of Michigan.

This bid seeks to trade in eight (8) server blades and purchase an additional eight (8) server blades.

Award of this quotation is contingent upon the approval of funding from WCRESA Board of Education.

### B. Scope

WCRESA is looking to trade in eight (8) server blades and purchase an additional eight (8) server blades

WCRESA reserves the right to change locations as needed at any time.

Electronic forms of all bid documents are available online at: [WCRESA Bid Documents](#)

If you experience problems in downloading the documents, please contact WCRESA Purchasing Consultant, Erika Hunter, via e-mail address is [huntere@resa.net](mailto:huntere@resa.net).

<b>RFP TIMETABLE</b>	
<b>RFQ Issue Date</b>	<b>Friday, September 11, 2020</b>
<b>Submission of Written Questions from Supplier</b>	<b>1:00 p.m. EST, Wednesday, September 16, 2020</b>
<b>Written Questions Response from WCRESA</b>	<b>Friday, September 18, 2020</b>
<b>RFQ Due Date</b>	<b>12:00 p.m. EST, Friday, September 25, 2020</b>

WCRESA reserves the right to change this schedule as needed and all information provided by WCRESA in this RFQ is offered in good faith. Individual items are subject to change at any time. WCRESA makes no certification that any item is without error.

### C. Quotation Process

1. Quotation must be prepared in compliance with provisions of this RFQ. Failure to comply with all provisions of this RFQ may result in disqualification of the quotation.
2. Quotations must be received by mail or delivery, by **12:00 p.m. EST, Friday, September 25, 2020**. Suppliers are to submit one (1) signed original and one (1) electronic copy (include media with the sealed bid documents)

The following table is a summary of the required quotation submission format for this RFQ. Please structure your quotation submission per the content and sequence below. Where noted under “Template for Submission”, utilize the attachments provided with this RFQ for inputting your responses.

<b>Proposal Section</b>	<b>Section Title</b>	<b>Template for Submission</b>
<b>1.0</b>	Signature Page	Attachment #1
<b>2.0</b>	Bid Proposal	Attachment #2
<b>3.0</b>	Statement of Qualifications	Attachment #3
<b>4.0</b>	Ethical Standards Affidavit <b>MUST BE NOTARIZED</b>	Attachment #4
<b>5.0</b>	Conflict of Interest Affidavit <b>MUST BE NOTARIZED</b>	Attachment #5
<b>6.0</b>	Certificate of Liability Insurance	Attachment #6 <b>SUPPLIER MUST PROVIDE THEIR ORGANIZATION’S CERTIFICATE WITH PROPOSAL</b>
<b>7.0</b>	Assurances and Certifications	Attachment #7
<b>8.0</b>	Exceptions to WCRESA’s Terms and Conditions	Please note on a separate document whether or not your organization takes exception to any term

An overview of the quotation response guidelines are below for your review. Detailed instructions have also been included within all attachments.

**QUOTATION RESPONSE GUIDELINES**

The following are detailed guidelines for the format and content of your quotation submission. Please review the guidelines below in full prior to beginning your quotation.

**Quotation Section 1.0 – Signature Page**

Please refer to the RFQ Template Attachment #1

**Quotation Section 2.0 – Bid Quotation**

Please refer to the RFQ Template Attachment #2

**Quotation Section 3.0 – Statement of Qualifications**

Please refer to the RFQ Template Attachment #3

**Quotation Section 4.0 – Ethical Standards Affidavit**

Please refer to the RFQ Template Attachment #4

**Quotation Section 5.0 – Conflict of Interest Affidavit**

Please refer to the RFQ Template Attachment #5

**Quotation Section 6.0 – Certificate of Liability Insurance**

Please refer to the RFQ Template Attachment #6

**Quotation Section 7.0 – Assurances and Certifications**

Please refer to the RFQ Template Attachment #7

3. Quotations addressed to: Erika Hunter  
Wayne RESA, Purchasing Office  
**RFQ #20-011-651**  
33500 Van Born Road  
Wayne, MI 48184-2497
4. Any quotation received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Quotations received by facsimile transmissions or electronic mail will not be considered valid unless also received by mail or delivery by the stated deadline.
5. For attachments, only the forms provided in the RFQ packet are to be used. Electronic versions may be found on the WCRESA web page at: [WCRESA Bid Documents](#). **Altered or substitute forms will not be accepted.**
6. ALL submitted documents must be typed or computer generated. **(With exception to the required initials in Section IIA and original signatures elsewhere in the document), no handwritten quotations will be allowed.**
7. It is understood that each Supplier, before submitting a quotation, shall, if they are uncertain of the conditions, requirements and/or obstacles that might impact the provision of services, request further information or visit the schools to be served. Failure to make such inquiry or receive an answer shall not relieve the successful Supplier from the obligation to comply, in every detail, with all provisions and requirements of the RFQ nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
8. Inquiries regarding this RFQ **must be directed in writing via email to:**  
**Erika Hunter**  
**Purchasing Consultant, WCRESA**  
**Email: [huntere@resa.net](mailto:huntere@resa.net)**  
**PHONE CALLS WILL NOT BE RETURNED**
9. **Any discussions with WCRESA personnel (other than as listed above) regarding this RFQ while the RFQ is in progress (from the time supplier receives this RFQ until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Supplier's quotation.**
10. If a Supplier discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately notify WCRESA 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 RFQ from WCRESA's Purchasing Department as well as being posted on the WCRESA website. The Supplier is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFQ prior to submitting the quotation or it shall be deemed waived.
11. No allowance will be made after quotations are received and opened, for oversight, omission, error or mistake by Supplier.
12. All quotations and any accompanying documents become the property of WCRESA and will not be returned.

13. WCRESA will not be liable in any way for any costs incurred by Suppliers in the preparation of their quotations in response to this RFQ nor for the presentation of their quotations and/or participation in any discussions or negotiations.
14. WCRESA reserves the right to withdraw this RFQ at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
15. Receipt of quotation materials by WCRESA or submission of a quotation to WCRESA offers no rights against WCRESA nor obligates WCRESA in any manner.
16. WCRESA reserves the right to waive minor irregularities in quotations. Any such waiver shall not modify any remaining RFQ requirements or excuse the Supplier from full compliance with the RFQ specifications and other contract requirements if the Supplier is awarded the contract.
17. It is the intent of WCRESA to permit competition. Therefore, it is understood that the use of any patent, proprietary and/or manufacturer's name is for demonstrative purposes only; and should be considered as if followed by the words "or comparable equivalent". Unless "NO SUBSTITUTE" is stated in Section IIA of this RFQ, Suppliers may offer items they believe meets or exceeds the specifications set forth herein. WCRESA, in its sole and absolute discretion, shall have the right to determine if the proposed items possess equivalent and/or better qualities of the specifications listed in this RFQ.
18. Quotation must be signed by an officer of the Supplier who is legally authorized to obligate the Supplier to a contract.
19. All quotations shall be a matter of public record subject to the provisions of Michigan law.
20. In the event the district and/or district building, is closed due to unforeseen circumstances on the day quotations are due quotations will be due at the same time on the next day that the Wayne WCRESA building is open.

**D. Evaluation of Quotations and Award**

1. All Suppliers, by submitting quotations, agree that they have read and are familiar with all the terms and conditions of the RFQ and will abide by the terms and conditions thereof.
2. WCRESA, at its sole discretion, shall determine whether particular Suppliers have the basic qualifications to conduct the desired service for WCRESA. In determining whether a Supplier possess the basic qualifications to operate, WCRESA may consider, but not be limited to, the following:
  - (a) Supplier's ability to meet the functional requirements of this RFQ
  - (b) Supplier's adherence to applicable laws, ordinances, etc. and industry standards
  - (c) Supplier's commitment and experience in successfully performing similar agreements
  - (d) Supplier's general reputation for performance and service;
  - (e) Supplier's longevity of service (number of years) and previous experience;
  - (f) Years of continuous business;
  - (g) Supplier's compliance to the schedule of events including participation in pre-bid conference, RFQ review meeting and walk through if applicable.

- (h) Acceptability of product/services to the internal customer.
  - (i) Overall service quality
  - (j) Firm's general reputation for performance and service.
  - (k) Supplier's financial condition
  - (l) Meets Michigan Department of Education definition of fiscally reasonable expenditure.
  - (m) Supplier's willingness to comply with the proposed agreement with no objections.
  - (n) Value added quotations
  - (o) Flexibility in migrating to newer technology – movement between services without termination charges. Consideration will be given to Suppliers that respond for multiple services.
3. Quotations will first be examined to eliminate those that are clearly non-responsive to stated requirements.
  4. Award shall be made to the most responsible Supplier whose quotation is determined to be the most advantageous to WCRESA taking into consideration the terms and conditions set forth in this RFQ. A valid and enforceable contract exists when an agreement is fully executed between WCRESA and the Supplier.
  5. Any response that takes exception to any mandatory items in this RFQ may be rejected and not considered.
  6. WCRESA reserves the right to accept or reject in part or in whole any or all quotations submitted.
  7. WCRESA reserves the right to request in writing clarifications or corrections to quotations. Clarifications or corrections shall not alter the Supplier's price contained in the cost quotation.
  8. WCRESA reserves the right to negotiate further with the successful Supplier. The content of the RFQ and the successful Supplier's quotation(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
  9. By submission of quotations pursuant to this RFQ, Suppliers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFQ or subsequently during the selection process.
  10. A quotation in response to an RFQ is an offer to contract with WCRESA based upon the terms, conditions, and scope of work and specifications contained in the RFQ.
  11. WCRESA has the right to use, as WCRESA determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFQ, the quotation and the contract.
  12. Suppliers must submit quotations that are complete, thorough and accurate. Brochures and other similar material may be attached to the quotation.
  13. All quotations must be valid for at least sixty (60) days from the quotation submission date.

14. Quotations received after the specified date and time for quotation submission shall not be considered, but will be recorded, filed, and shall remain sealed.

**E. Bid Protest Process**

Bid protests are filed by Suppliers 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 WCRESA during the solicitation process. Common reasons for Suppliers filing a bid protest include:

- The Master Agreement was awarded to Supplier with higher prices.
- The Supplier quotation was rejected for invalid reasons.
- The Supplier awarded the resultant Agreement did not comply with RFQ specifications.

**General Authority**

WCRESA 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 WCRESA departments, districts or agencies which are governed by WCRESA's Board.

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

1. Evidence of Supplier Insurance Coverage

The Supplier shall provide WCRESA at the time the Bid Quotation is submitted, Certificates of Insurance and/or policies, acceptable to WCRESA, 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 Supplier must effect and maintain insurance hereafter listed below:

- a) The Supplier 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 Supplier 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 Supplier 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 Erika Hunter, Purchasing Consultant, Wayne WCRESA, 33500 Van Born Road, Wayne, MI 48184."
- 4. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to Wayne WCRESA at least ten (10) days prior to the expiration date.
- 5. Indemnification and Hold Harmless – The Supplier shall indemnify and hold harmless WCRESA, 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 Supplier, 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 Supplier, 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) WCRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
  - d) The Supplier shall reimburse WCRESA any expenses incurred as a result of the Supplier's failure to fulfill any obligation in a professional and timely manner under the Agreement.

**G. Default and Termination**

- 1. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WCRESA may notify the Supplier 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 Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the quotation, or the address for WCRESA in the case of notice by the Supplier.

3. Failure on the part of WCRESA to notify the Supplier of default shall not be deemed a waiver by WCRESA of WCRESA's rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from WCRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WCRESA, WCRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WCRESA for damages sustained by virtue of any default by the Supplier.
5. The Supplier 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 WCRESA prevails, the Supplier shall pay all expenses of such action including WCRESA's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this quotation 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 WCRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

**H. Taxes**

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

**I. Integration**

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

**J. Financing Option**

**NOT APPLICABLE**

**K. Survival Clause**

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the Contract Term or cancellation of this Agreement.

**L. Force Majeure Clause**

Timely performance is essential to the successful implementation and ongoing operation of the project described herein. Time is of the essence. However, neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

**M. Non-Waiver of Agreement Rights**

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Supplier by WCRESA should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

**N. Patents, Copyrights and Proprietary Rights**

The Supplier, at its own expense, shall completely and entirely defend WCRESA from any claim or suit brought against WCRESA arising from claims of violation of United States patents or copyrights resulting from the Supplier or WCRESA use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. WCRESA will provide the Supplier with a written notice of any such claim or suit. WCRESA will also assist the Supplier, in all reasonable ways, in the preparation of information helpful to the Supplier in defending WCRESA against this suit. WCRESA retains the right to offset any amounts owed to Supplier in defending itself against claim. Following written notification of an infringement claim, Supplier may, at its expense and its discretion, either (a) procure for WCRESA the right to continue to use the alleged infringing product, (b) replace, modify or provide substitute product to WCRESA or (c) return all monies paid WCRESA under the terms of the Agreement.

**O. Nondiscrimination by Suppliers or Agents of Suppliers**

Neither the Supplier nor anyone with whom the Supplier shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Supplier responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Vendor of this Agreement.

**P. Subcontractors**

When using any subcontractors not stated in the Supplier's response to the RFQ, the Supplier must obtain written prior approval from WCRESA for activities or duties to take place at WCRESA's site. In using subcontractors, the Supplier agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Supplier.

**Q. Effect of Regulation**

Should any local, state, or national regulatory authority having jurisdiction over WCRESA enter a valid and enforceable order upon WCRESA which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive WCRESA of a material part of its Agreement with the Supplier. In the event this order results in depriving WCRESA of materials or raising their costs beyond that defined in this Agreement, WCRESA shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Supplier. Should the Agreement be terminated under such circumstances, WCRESA shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

**R. Assignments**

WCRESA and Supplier each binds themselves, their partners, agents, successors, those working in concert with them in any capacity, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

**S. Vendor as Independent Contractor**

It is expressly agreed that Supplier is not an agent of WCRESA but an independent contractor. The Supplier shall not pledge or attempt to pledge the credit of WCRESA or in any other way attempt to bind WCRESA.

**T. Non-Collusion Covenant**

Supplier hereby represents and agrees that it will not and has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. Supplier certifies that their Quotation is made without any previous understanding, agreement or connection with any person, firm or corporation making a Quotation for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**U. Advertisement**

The laws of the State of Michigan, WCRESA purchasing policies and the legal advertisement for contractors and purchases, are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

## II. SERVER BLADE SPECIFICATIONS

### A. Product Requirements

WCRESA is in need of **EIGHT (8)** of the following:

#### **HP Proliant Gen9 460c server blade – part #813197-B21**

- Two (2) Intel Xeon® CPU E5-2690 v4 @ 2.60GHz (14 core)
- 512GB RAM
- Two (2) HP mezzanine 10GB 2-port 534 cards – part number 700748-B21
- One (1) embedded HP FlexFabric 10GB 2-port 536FLB – part number 766490-B21
- One (1) embedded Flash/SD card

In addition, WCRESA has the following **EIGHT (8)** server blades to offer as trade-in:

#### **HP Proliant Gen8 BL460C server blade – part #s 666157-B21(2), 666159-B21(2), 666160-B21(4)**

- All blades are equipped with the following (either natively or upgraded to)
  - Two (2) Intel Xeon® E5-2640 2.50GHz (6 core)
  - 256GB RAM
  - Two (2) HP Mezzanine 10GB 2 port 554M cards – part number 647590-B21
  - One (1) embedded HP FlexFabric 10GB 2-port 554FLB – part number 647586-B21
  - One (1) embedded Flash/SD card

Please provide (in Attachment #2 below):

1. Purchase price for eight (8) Gen9 server blades as specified.
2. Trade-in value for eight (8) Gen8 server blades as specified.
3. Any other costs/considerations for the transaction.

### III. ATTACHMENTS

Attachment #1	Signature Page
Attachment #2	RFQ Quotation
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 quotation.*

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

- This quotation 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 (WCRESA) 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 quotation or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net 30 and exclusive of all federal, state and municipal sales and excise taxes.
- Supplier clearly understands that WCRESA 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 RFQ.

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

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

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

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

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

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

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

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

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

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

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

If yes, please specify: \_\_\_\_\_

**Bid Proposal**

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

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

Description	Each Price	Total Cost
Purchase price for eight (8) Gen9 server blades as specified		
Trade-in value for eight (8) Gen8 server blades as specified		
Any other costs/considerations for the transaction		
Additional Proposed Services (if any):		

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



**SUPPLIER 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>
Reference Name #1:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #2:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #3:	
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 quotation 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.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SUPPLIER TO PROVIDE A COPY OF THEIR  
ORGANIZATION'S INSURANCE CERTIFICATE**

### Assurances and Certifications

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

The prospective contractor certifies, by submission of this quotation, 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 quotation.

#### 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 quotation, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Wayne WCRESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Date \_\_\_\_\_

Signature \_\_\_\_\_