

33500 Van Born Road  
Wayne, Michigan 48184-2497  
www.RESA.net

**ADDENDUM #1  
ADDITION OF WEBEX LINK FOR BID OPENING  
MODIFICATION TO 'SCHEDULE OF EVENTS'**

**January 29, 2021**

**REQUEST FOR PROPOSAL**

**WIDE AREA NETWORK (WAN) SERVICES  
RFP # 21-002-651**

**Pre-Bid Meeting** **Wednesday, February 3, 2021**  
**9:00 A.M. EST**  
**(Optional):** <https://wresa.webex.com/wresa/j.php?MTID=mf72c5cf1abbd7dc233f2250778206fc8>  
(415) 655-0001  
Meeting number (access code): 180 448 8286  
Meeting password: SPsqMfD7d49

**Proposal Due Date:** **Thursday, March 4, 2021**  
**1:00 P.M. EST**  
<https://wresa.webex.com/wresa/j.php?MTID=m5344c8a1c23209ff3a53dbc8db3fdec9>  
(415) 655-0001  
Meeting number (access code): 180 631 2046  
Meeting password: a3R7KFZqsp5

# Table of Contents

<b>I. GENERAL TERMS AND CONDITIONS .....</b>	<b>3</b>
1.0 General Requirements .....	3
<b>II. PROJECT REQUIREMENTS AND SPECIFICATIONS .....</b>	<b>21</b>
2.0 Wide Area Network (WAN) Services .....	21
<b>II. ATTACHMENTS .....</b>	<b>31</b>
A. Attachment #1 .....	32
B. Attachment #2 .....	33
C. Attachment #3 .....	34
D. Attachment #4 .....	35
E. Attachment #5 .....	36
F. Attachment #6 .....	37
G. Attachment #7 .....	38
<b>III. APPENDICES (REFER TO SEPARATE FILES) .....</b>	<b>39</b>
A. Appendix A (Building Addresses and Consortium Members).....	separate file
B. Appendix B (Self Provisioned Fiber Specifications) .....	separate file
C. Appendix C (Option B Buildings and Addresses).....	separate file
D. Appendix D (Pricing Worksheet).....	separate file
E. Appendix E (IRU Contacts 123net and Everstream).....	separate file
F. Appendix F (.KMZ Files).....	separate file

# 1.0 GENERAL TERMS AND CONDITIONS

## General Requirements

### 1.1 BACKGROUND

Wayne County Regional Educational Service Agency (“Wayne RESA” or “District”) is a regional educational service agency that provides a broad spectrum of services and support to Wayne County school districts aimed at improving student achievement and maximizing economies of scale in staff development, purchasing, and administrative services.

Wayne RESA currently provides a number of IT services to Wayne County school districts, which range from shared applications (e.g., school finance, student information systems, and learning management systems) to infrastructure services (e.g., hosting, storage, and colocation). Internet services are provided to the majority of school districts by Wayne RESA through multiple internet service provider (ISP) connections at Wayne RESA and through the Michigan Statewide Educational Network (“MISEN”).

Carrier-based Ethernet data circuits (AT&T ASE WAN circuits) are predominately used to provide connectivity between a school district’s network head-end and Wayne RESA. The District-to-RESA data circuit contracts expire on June 30, 2022. A handful of districts connect to Wayne RESA using private fiber.

For connectivity between buildings within local school districts (intra-district), most have intra- district fiber connectivity, with the exception of three districts - River Rogue School District, Taylor School District, and Van Buren Public Schools. These districts will also require an intra-district connectivity solution (all of these four districts currently have AT&T ASE data circuits between the District head-end and their respective buildings). The intra-district data circuit contract for each district is also set to expire on June 30, 2022.

## 1.2 INTENT

It is the intent of Wayne RESA to solicit proposals from qualified E-Rate service providers (SPs) for:

- “**District to RESA**” Wide Area Network (WAN) Services (Solution A)
- “**Intra-district**” WAN Services for select Wayne RESA school districts. (Solution B)

The proposed designs **must** be able to deliver the stated initial bandwidth for each site (**see Appendix A**) and **must** have the capability of increasing each of these bandwidths independently to the capacities shown in **Appendix D**.

The WAN services requested as part of this RFP will replace the existing expiring WAN contracts. Details on the locations for each site are provided in **Appendix A**.

Qualified Vendors are encouraged to respond in whole or in part to this county wide connectivity RFP goals of this RFP are to:

- Provide 1Gbps to 10Gbps of connectivity between school districts in Wayne County to data services including Internet provided by Wayne RESA. It is anticipated that all districts will move to a 10Gbps connection speed connecting back to Wayne RESA within the proposed wide area network solution, as such, all proposals are required include an upgrade path from 1Gbps to 10Gbps.
  - Appendix A lists school districts requiring service
  - Service would replace existing leased lit AT&T fiber services
  - Ideally, service would be provided at an existing school district head-end location as noted in Appendix A. Other options can be proposed if it is more cost effective
  - Livonia Public Schools Administration Office at 15125 Farmington Rd, Livonia, MI 48154 is an alternate data center location that can be used as a cost effective connectivity option.
  - Proposals are encouraged to leverage existing K12 school district fiber assets to achieve a cost-effective Wide Area Network
  - Leverage existing school district Vendor provided fiber solutions including:
    - Grosse Pointe Public Schools Everstream WAN project that interconnects school district buildings with the Everstream Detroit Head-End at Wayne State University.
      - Vendor to provide all costs associated with connecting to this facility.
      - See Appendix F for route map (.KMZ Files).
    - Michigan State Education Network, MISEN, fiber 123Net fiber IRU that interconnects Wayne RESA Education Center, Detroit Public Schools Community District, Detroit School of Arts High School, Detroit Internet Exchange in Southfield, and Oakland Schools in Waterford.
      - Vendor to provide all costs associated with connecting to this fiber solution.
      - Several school districts have buildings near the route.
      - See Appendix F for route map (.KMZ Files).

- Provide pricing for all necessary network electronics at school district locations Wayne RESA Education Center and Livonia Public Schools Administration Office.
- Vendors are encouraged to explore fiber connection opportunities between buildings of adjacent school districts to provide cost effective connectivity solutions.
  - While a comprehensive county wide connectivity solution is desired there may be cost effective inter-district solutions available from several vendors that when combined provide a county wide solution
    - Vendors can respond with pricing for individual links.
- Vendors are encouraged to form partnerships to achieve the most cost effective solution for the project.
- Provide 1Gbps to 10Gbps intra-district connectivity between school district buildings in the following districts:
  - River Rouge
  - Taylor
  - Van Buren

Provide Options for:

Leased lit Service

- Dark Fiber
- Self-Provisioned Fiber (See Appendix B for Self-Provided Fiber Specifications)
- Transport Service and Other Third-Party Network Solutions.
- If the Vendor response contains proposed services from multiple providers, all participating parties **must** be clearly identified, and a synopsis of the partner relationship as well as the party that will serve as the prime Vendor/contact for Wayne RESA **must** be detailed.

The prime Vendor must take responsibility for all of the providers on its team. Wayne RESA and participating school districts reserve the right to proceed with the solution(s) deemed to be the prime Vendor must take responsibility for all of the providers on its team. Wayne RESA and participating school districts reserve the right to proceed with the solution(s) deemed to be in their best interest. **Attachments 1 through 7** contain the Vendor response forms that all respondents must complete and submit.

To respond to the RFP when published, Vendors will be required to have a valid Service Provider Identification Number (SPIN) from the Universal Service Administrative Company (USAC), a current Service Provider Annual Certification (SPAC) form filed annually with USAC and be eligible to provide E-Rate services under USAC's Schools and Libraries Program of the Universal Service Fund (USF) discount program.

This RFP outlines the technical performance, operational, and administrative requirements Wayne RESA is seeking for the WAN services. Detailed specifications for this project are included in Section 2 and **Appendix B** of this RFP. in their best interest. **Attachments 1 through 7** contain the Vendor response forms that all respondents **must** complete and submit.

This RFP outlines the technical performance, operational, and administrative requirements Wayne RESA is seeking for the WAN services. Detailed specifications for this project are included in **Section 2** and **Appendix B** of this RFP.

### 1.3 SCHEDULE OF EVENTS

EVENT	DATE
RFP release date	January 29, 2021
Vendor's conference call (optional)	February 3, 2021, 9:00 AM–10:00 AM EST See page 1 and Section 1.7 for details
Question deadline	11:00 a.m. EST, Wednesday, February 10, 2021
RESA Response to Questions (released as an RFP Addendum)	EOD, Wednesday, February 10, 2021
Deadline for proposals	March 4, 2021, 1:00 PM EST  See Section 1.4 for submission details See Title Page for bid opening information
Anticipated Award Date	March 17, 2021
Contract Deadline	March 22, 2021

### 1.4 SUBMISSION REQUIREMENTS

Late proposals will not be accepted. Proposals shall be submitted as follows:

- (1) Printed signed original
- (2) Unbound printed copies
- Copy emailed to [huntere@resa.net](mailto:huntere@resa.net)
- (1) Thumb drive consisting of only two files:

One single scanned PDF of the entire printed/signed hard copy of your signed/submitted proposal, **plus** an electronic copy of **Appendix D** in Excel format marked with company name to:

ATTENTION: ERIKA HUNTER  
 WAYNE RESA  
 33500 VAN BORN RD  
 WAYNE, MI 48184

All proposals **must** be in a sealed opaque envelope and contain the wording: **“Wayne RESA RFP #21-002-651– Wide Area Network Services RFP Response (2021)”** on the envelope/package. The wording **“ORIGINAL”** is to appear on the outside of the binder containing the original signed proposal.

Proposals may not be delivered via facsimile or email.

All proposals **must** be recorded on the proposal response sheets provided in **Attachments 1 through 7**.

Proposals shall be accompanied by sworn and notarized ETHICAL STANDARDS AFFIDAVIT (**see Attachment #4**). Wayne RESA will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Ethical Standards Affidavit **must** accompany your bid proposal.

Proposals shall be accompanied by a **sworn and notarized statement (Attachment #7)** disclosing any familial relationship that exists between the Proposer, any employee of the Proposer, and any member of any of the respective Boards of Education or respective superintendents. Wayne RESA shall not accept a Proposal that does not include this sworn and notarized disclosure statement. The Conflict of Interest Affidavit **must** accompany your bid proposal (see **Attachment #7**).

In accordance with the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012, all Vendors **must** execute the "Iran Linked Business Affidavit" and include it in their proposals (see **Attachment #7**). Said forms are included in the Vendor Response Forms. Wayne RESA will not accept a proposal that does not include this sworn and notarized disclosure statement. The form, located in this package, **must** be included at the time of proposal submission.

Wayne RESA is committed to assuring a safe environment for students, employees, and RESA visitors. Accordingly, Wayne RESA requires criminal background compliance certification requirements from Vendors and sub-contractors that perform work at any District or RESA facility. Each Vendor or sub-contractor shall certify, on a form acceptable to the Superintendent, that: (i) the Vendor shall perform sufficient criminal background checks, including at a minimum an Internet Criminal History Tool ("ICHAT") check for all of its owners, employees, agents, representatives, and Vendors or other personnel who will be on any District premises to carry out the services; (ii) no owner, employee, agent, representative, and Vendor or other personnel of the Vendor will be on any District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994 or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

Selected Vendor must have background checks performed and results sent directly to Owner.

## **1.5 INTENT TO PROPOSE**

Each Vendor that intends to submit a Proposal in response to this RFP should communicate intent via email to: [huntere@resa.net](mailto:huntere@resa.net) and [bob@triple-r.us](mailto:bob@triple-r.us) with the subject line **"Your Vendor Name – Wayne RESA RFP #21-002-651 WAN Services (2021) - Intent to Respond"**. Please refer to Section 1.6 for the contact information to address specific questions related to this RFP.

The response shall include the name of the Vendor, the name of the contact person, and that person's email address.

## 1.6 RFP CLARIFICATIONS & ADDENDA

Requests for clarification shall be submitted in writing to:  
**Erika Hunter, Purchasing Consultant**  
**Wayne RESA**  
Email: [huntere@resa.net](mailto:huntere@resa.net)

## 1.7 VENDOR'S CONFERENCE (OPTIONAL)

Prospective Vendors can attend an optional pre-proposal conference call. Although the pre-proposal conference call is not mandatory, it is strongly recommended. In advance of the meeting, Vendors should indicate their intent to attend to the contact for RFP clarifications. The conference call-in information is as follows:

<b>Virtual Meeting:</b>	<a href="https://wresa.webex.com/wresa/j.php?MTID=mf72c5cf1abbd7dc233f2250778206fc8">https://wresa.webex.com/wresa/j.php?MTID=mf72c5cf1abbd7dc233f2250778206fc8</a> or Phone: (415) 655-0001
<b>Access code:</b>	Meeting number (access code): 180 448 8286 Meeting password: SPsqMfD7d49

Vendors are requested to only have one contact call in (or multiple contacts at the same location) in order to allow everyone to participate. This is intended to be informational, and questions will be answered as permitted. However, Vendors are strongly encouraged to submit all questions in writing prior to this meeting.

## 1.8 PROPOSAL FORMAT

To facilitate the comparison of Vendor proposals, it is required that each proposal be organized into the following sections:

### 1.8.1 EXECUTIVE SUMMARY

The executive summary should briefly address the following:

- a. **Executive Letter:** Highlighting how the proposed solution achieves the objectives of Wayne RESA. This letter is to be signed by an officer of the organization submitting the proposal.
- b. **Organizational Overview:** A brief overview of the organization.
- c. **Description of Technical Solution:**
  - i. A narrative description of technical solution sufficient to demonstrate an understanding of RFP requirements.
  - ii. How the solution aligns with the requested functional requirements.
  - iii. How the solution scales (growth and bandwidth) while providing investment protection.
  - iv. Any functional requirements that the proposed solution cannot achieve.
  - v. Any assumptions and requirements from Wayne RESA required to complete the



- solution.
- vi. Optional alternative design recommendations, if any. Alternate designs may be provided only after responding the base bid requirements.
  - vii. Description of additional value-added services offered with your solution.

### **1.8.2 VENDOR RESPONSE FORMS**

Supplied in this RFP are Vendor Response Forms (see **Attachments 1 through 7**). In addition to requesting information on your company, you **must** clearly indicate whether you either comply or take exception to any of the sections in this RFP. All Vendors **must** submit the form **Appendix A: Comply/Exception Form**. Where applicable, **an explanation to the exception must be provided**.

### **1.8.3 DIAGRAM OF DESIGN**

For each section or design presented, the Vendor shall submit a diagram of their design providing a pictorial representation of the proposed solution(s).

### **1.8.4 IMPLEMENTATION SCHEDULE**

It is the intent of Wayne RESA for services to begin during the Funding Year 2021 of the Universal Service Fund program. The services being advertised in this document are for Wayne RESA and local districts identified in **Appendix A** for the next fiscal year of July 1, 2021 through June 30, 2022. Contracts **must** be awarded and signed in accordance with the E-Rate FY2021 application filing deadline. Contracts will be signed contingent upon receiving an actual E-Rate funding commitment, with an option for the K-12 entity to accept services in the absence of receiving an actual funding commitment once the status of the funding commitments are announced. Vendors **must** be aware of the tight timeframes for contracts and have representatives identified who will be signing the contracts, so fully executed contracts can be submitted with Wayne RESA's E-Rate application. Wayne RESA reserves the option to move forward with this project absent any funding request.

### **1.8.5 PROJECT PLAN**

The Vendor will include in their response an overview of their project plan.

### **1.8.6 PROJECT TEAM**

Indicate the level of qualification of the staff who will be assigned to this project. Qualification will be based on certifications and years of experience with the materials proposed in similar configurations. Names of staff need not be provided. However, the response in this section will indicate the minimum level of experience that will be provided. If necessary, please include additional categories to address additional levels of staff or staff with different certifications and years of experience.

### **1.8.7 SERVICE OFFERING INFORMATION**

The Vendor should include hard copies of the technical specifications/data sheets for any services being proposed.

### **1.8.8 ELECTRONIC COPY**

An electronic format of the forms in **Appendix D** in a Microsoft Excel 2010 or higher format **must** be included with your response. A Portable Document Format (PDF) version of all other materials should also be included.

### **1.8.9 EQUIPMENT LISTING (BOM)**

Where applicable, a bill of material **must** be included with the bid response identifying equipment models and quantities.

### **1.8.10 ADDITIONAL INFORMATION**

Additional information may be provided at the Vendor's discretion.

## **1.9 MODIFICATION OF RFP**

Vendors may not modify the RFP text to affect the terms, conditions, or specifications found in this document. This is forbidden and will subject the bid response to rejection. In the event any text is modified, the original text as issued will apply. This clause does not apply to the Vendor response areas of the RFP, where it is expected that Vendors will enter their text.

## **1.10 UNAUTHORIZED USE OF RFP**

Unauthorized use of any term, condition, or specification within this document is forbidden.

## **1.11 CONFIDENTIAL AND PROPRIETARY INFORMATION**

As a public entity, Wayne RESA is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

Include a listing of each page and associated paragraph that contains proprietary information within the proposal. In addition to this separate listing, each page that contains proprietary information must be clearly identified as such on the page itself.

## **1.12 RIGHT TO REQUEST ADDITIONAL INFORMATION**

Wayne RESA reserves the right to request any additional information that might be deemed necessary after the completion of this document.

## **1.13 RIGHT OF REFUSAL**

The Owner reserves the right to reject any or all proposals in their entirety, evaluate suggestions or exceptions, to waive irregularities, or to select certain equipment from various Vendor proposals based on the best interests of Wayne RESA. The Owner reserves the right to reject any or all proposals for a specific section. The Owner reserves the right to award services to one or more Vendors. The Owner reserves the right to split the bid between one or more Vendors if it is in the best interest of Wayne RESA. The Owner reserves the

right to cancel the RFP and rescind any awards prior to the start of work, if the work will be delayed more than three (3) months, due to circumstances beyond its control. Vendors as a condition of their submitting a bid agree to these rights.

#### **1.14 PROPOSAL PREPARATION COSTS**

The Vendor is responsible for any and all costs incurred by the Vendor or its subcontractors in responding to this request for proposal.

#### **1.15 SYSTEM DESIGN COSTS**

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost **must** be included in the base bid.

#### **1.16 PERMITS**

The successful Vendor shall be responsible for complying with all local, state, and federal codes applicable to this installation. This includes the Electrical Permit required by the State for low voltage installations. Include all costs associated with permitting in your base bid.

#### **1.17 PRICING ELIGIBILITY PERIOD**

All Vendor proposal bids are required to be offered for a term not less than **150** calendar days in duration. A claim of mistake in computation of a proposal shall not void the proposals after they are opened and accepted.

#### **1.18 ADDITIONAL CHARGES**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification and coordination of the order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, and training.

#### **1.19 TURNKEY SOLUTION**

All prices quoted **must** include all the cables, connectors, etc. that will be necessary to make the system specified **fully operational** for the intent, function and purposes stated herein. This would include any and all costs related to construction only and not any network electronics.

#### **1.20 FEDERAL OR STATE SALES, EXCISE, OR USE TAXES**

Wayne RESA is exempt from all federal, state and local taxes. Wayne 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 Wayne RESA.

#### **1.21 CONTRACT REQUIREMENTS**

Vendors must submit their proposal Contract with their proposal. The Owner considers this RFP legally binding and will require that this Request for Proposal and the resulting Vendor Proposal be included as an addenda to any subsequent contracts between the Vendor(s) and the Owner. It should be understood by the Vendor(s) that this means that the Owner expects the Vendor(s) to satisfy all requirements and reports listed herein. Exceptions should be explicitly noted in the Vendor Proposals. **Lack of listing all**

**exceptions will be considered acceptance of all of the specifications as presented in this RFP.**

### **1.22 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.

### **1.23 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, 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, any acts of any government, judicial action, power failure, acts of God, or other natural circumstances.

### **1.24 INCORPORATION BY REFERENCE**

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposal and the Vendor response to the Request for Proposal. Parties agree that where there is a conflict between terms of the Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between the Agreement and the information presented in the referenced documents that all terms, conditions and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

### **1.25 RISK DURING EQUIPMENT STORAGE AND INSTALLATION**

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. It will be possible to allow for minor variances from this implementation schedule as mutually agreed upon by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment and relieve the Owner of responsibility for all risk or loss or damage to the equipment. In addition, Vendor shall hold the Owner and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment.

### **1.26 SHIPPING OF EQUIPMENT**

All shipping and insurance costs to and from the site shall be included in the Vendor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. The Owner shall make no payments to any firm

concerning the shipment, installation, and delivery of equipment which is not a part of this Agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment and receipt of equipment to Owner' prepared site. The Vendor shall provide all properly trained representatives to unpack all items of equipment and place this equipment in the proper locations. The Vendor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment.

### **1.27 RISK DURING EQUIPMENT STORAGE AND INSTALLATION**

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. It will be possible to allow for minor variances from this implementation schedule as mutually agreed upon by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment and relieve the Owner of responsibility for all risk or loss or damage to the equipment. In addition, Vendor shall hold the Owner and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment.

### **1.28 SHIPPING OF EQUIPMENT**

All shipping and insurance costs to and from the site shall be included in the Vendor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. The Owner shall make no payments to any firm concerning the shipment, installation, and delivery of equipment which is not a part of this Agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment and receipt of equipment to Owner' prepared site. The Vendor shall provide all properly trained representatives to unpack all items of equipment and place this equipment in the proper locations. The Vendor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment.

### **1.29 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. However, under no circumstances 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 Vendor by The Owner should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

### **1.30 GENERAL INDEMNIFICATION**

The Vendor shall indemnify and hold harmless Wayne 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) Wayne 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 Vendors, regardless of any language in any attachment or other document that the Vendor may provide.
- d) The Vendor shall reimburse Wayne 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.

### **1.31 PATENTS, COPYRIGHTS, AND PROPRIETARY RIGHTS**

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

### **1.32 NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR**

Neither the Vendor nor anyone with whom the Vendor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Vendor 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.

### **1.33 SUBCONTRACTORS**

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

### **1.34 EFFECT OF REGULATION**

Should any local, state, or national regulatory authority having jurisdiction over the Owner enter a valid and enforceable order upon the Owner 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 the Owner of a material part of its Agreement with the Contractor. In the event this order results in depriving the Owner of materials or raising their costs beyond that defined in this Agreement, the Owner 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 Contractor. Should the Agreement be terminated under such circumstances, the Owner shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

### **1.35 PROJECT MANAGEMENT STAFF DESIGNATION**

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this document shall be accomplished by a cooperative effort. To manage this process most effectively, the Vendor shall designate a single representative to act as project manager, who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

In the event that an employee of the Vendor is, in the opinion of the Owner, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

### **1.36 ASSIGNMENTS**

Owner and the Vendor 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.

### **1.37 VENDOR AS INDEPENDENT CONTRACTOR**

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

### 1.38 INSURANCE

**Note** – The successful Vendor will be required to provide insurance covering Solution A as well as individual certificates covering each of the districts in Solution B.

The Vendor shall provide at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to Wayne 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.

**Workers' Compensation Coverage:** The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance:** The Vendor, at the Vendor's sole cost and expense, 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 one million dollars (\$1,000,000) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following features:

- Contractual Liability
- Products and Completed Operations
- Independent Contractors Coverage
- Broad Form General Liability Extensions or equivalent
- Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable
- Per contract aggregate.

**Motor Vehicle Liability:** The Vendor, at the Vendor's sole cost and expense, shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverages, 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 and all hired vehicles.

**Additional Insured:** The following shall be named Additional Insureds: Wayne RESA, 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 Insured, whether other available coverage be primary, contributing or excess.

Other participating schools districts may also be added to named insured based on participation.

**Notice of Cancellation or Change:** 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: Ms. Erika Hunter, Wayne RESA, 33500 Van Born Rd., Wayne, MI, 48184 (for Solution A) and to each representative to be identified in the contract for the Solution B districts.

**Proof of Insurance Coverage:** The Vendor shall provide the Owner at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the District, as listed below:

- a. Two (2) copies of Certificate of Insurance for Worker's Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. Original Policy, or binder pending issuance of policy, for Districts Contractors Protective Liability Insurance;
- e. If so requested, certified copies of all policies shall be furnished.

**Continuation of Coverage:** If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to the Owner at least ten (10) days prior to the expiration date.

**Failure to comply:** Failure to comply with the insurance requirements contained in this contract shall constitute a material violation and breach of the contract and may result in termination of the contract.

**Cyber Liability:** The Vendor, at the Vendor's sole cost and expense, shall procure and maintain during the life of this contract Cyber Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide first-party and third-party coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

### **1.39 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

The Owner has presented detailed technical specifications of the particular purpose for which the network and technology is intended. The Owner has provided detailed descriptions and criteria of how the system can be defined to accomplish particular purpose. The Owner has also defined the exact procedures and techniques to be employed in testing whether the system has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about the Owner's particular purpose, the Vendor at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the Owner is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate.

Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this document.

#### **1.40 WARRANTY**

See **Section 2** for warranty requirements.

#### **1.41 FINAL ACCEPTANCE OF THE SYSTEM**

The system proposed shall be defined to be finally accepted by the Owner after all components of this RFP and all approved Change Orders has been completely installed plus the items identified in **Section 2**. The Owner or Owner's Representative shall be the sole judge of whether all conditions for final acceptance criteria have been met.

#### **1.42 STANDARD FORMS AND CONTRACTS**

Any forms and contracts the Vendor(s) proposes to include, as part of any agreement resulting from this bid between the Vendor(s) and the Owner **must** be submitted as part of the proposal. Any forms and contracts not submitted as part of the bid and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: sub Vendor, franchise, warranty agreements, maintenance contracts, and support agreements.

#### **1.43 NON-COLLUSION COVENANT**

The Vendor 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. The Vendor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

#### **1.44 ADVERTISEMENT**

The laws of the State of Michigan, Owner 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.

#### **1.45 SELECTION CRITERION**

The Owner intends to enter into a long term relationship with a well-established Vendor whose solution, design philosophy and support policies come closest to meeting the Owner's needs. The selected Vendors **must** be a well-established, financially stable firm committed to technology, will have a commitment to attracting and retaining an excellent staff of technical and product support personnel, and will have a proven track record of support from installation planning through implementation and ongoing use. There should also be evidence of responsiveness to customers' suggestions for improvements. Finally, there **must** be a good fit between Vendor staff and the Owner's staff to assure a good working relationship.

Wayne 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) Cost of solution (b) Vendor's experience and support; (b) Compliance to specifications; (c) ease of implementation and use; and (e) Flexibility of the solution – movement between services without termination charges. Consideration will be given to Vendors that respond for multiple services.

#### **1.46 SPECIAL NOTES**

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal. The Owner reserves the right to accept the Vendor's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

#### **1.47 PAYMENT TERMS**

Contractor shall invoice Owner for payment after the Owner has received a positive Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company and after the Owner has successfully filed Form 486. Owner agrees to file the Form 486 within 30 days of receipt of the positive FCDL. Invoicing for services should be completed by the Vendor following the Service Provider Invoicing (SPI) process by completing FCC Form 474 for direct USAC billing. In no instance shall Contractor invoice Owner prior to service initiation on July 1, 2021

#### **1.48 DEFAULT AND TERMINATION**

- In the event the Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, Wayne RESA may notify the Vendor of such default in writing.
- Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor 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 Wayne RESA in the case of notice by the Vendor.
- Failure on the part of Wayne RESA to notify the Vendor of default shall not be deemed a waiver by Wayne RESA of Wayne RESA's rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.
- Upon receipt of notice of default from Wayne RESA, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of Wayne RESA, Wayne 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 Wayne RESA for damages sustained by virtue of any default by the Vendor.
- The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Wayne RESA prevails, the Vendor shall pay all expenses of such action including Wayne RESA's attorney fees and costs at all stages of the

litigation.

- 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.
- Termination of the Agreement by Wayne 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.

### **1.51 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.

## 2.0 PROJECT REQUIREMENTS & SPECIFICATIONS

### Wide Area Network (WAN) Services

#### 2.1 OVERVIEW AND GENERAL EXPECTATIONS

Wayne RESA is seeking bids for a turnkey solution that incorporates cost effective and E-Rate eligible Wide Area Network (WAN) Services between Wayne RESA and local Wayne County school districts. The District – RESA WAN requirement is also referred to as **Solution A (See Appendix A, B, D, E and F for details)**. In addition, three Wayne County school districts are seeking WAN services to connect buildings within their respective district. The intra-district WAN requirement is also referred to as **Solution B (See Appendix B-F for more details)**.

The goal is to provision both Solution A and Solution B with high speed WAN services for Wayne RESA and its local districts. All proposed solutions **must** provide scalable capacity and reliable throughput as per the listed appendices.

#### 2.2 WIDE AREA NETWORK (WAN) SERVICES to Be Proposed

##### 2.2.1 WAYNE RESA TO DISTRICT WAN SERVICES (SOLUTION A)

A WAN between Wayne RESA and participating public school entities is requested. The intent of the private network is to facilitate the sharing of resources housed at Wayne RESA including internet connections. Examples of resources that may be hosted at the RESA may be line of business applications, content filtering, and backup services.

The design concept for self-provisioned fiber (see **Appendix B** for self-provisioned fiber specifications) is for the vendor to provide interconnect links between school districts outlying buildings and provide a self-provisioned fiber connection between two separate school district locations (i.e., connect Northville Schools to Plymouth Canton Schools by either connecting a building from each district together or connecting a splice point between each district. The vendor should develop a plan to interconnect each district to another throughout Wayne County, thereby creating an interconnected network throughout the county. The vendor may also use the IRUs from 123.net and Everstream if desired. (See **Appendix E** for contact information regarding IRU rights and cost.)

As noted, Livonia, Plymouth-Canton, Romulus and Wayne-Westland school districts are currently all connected back to Wayne RESA with 10Gbps connections.

The vendor may also propose a network solution using lit fiber, dark fiber, or other third-party technology solutions within their proposals.

In accordance with USAC rules, this bid is a competitively technology-neutral request. Service providers interested in providing alternate telecommunication bids, such as lit fiber, dark fiber, or any other third-party network solutions are acceptable as well. The Vendor may also combine other services with the self-provisioned fiber bid response. However, all bids must meet the minimum 1Gbps connection speed requirement with a proposed upgrade plan for 10Gbps speed. The Wayne RESA reserves the right to compare cost and connectivity speeds. Wayne RESA reserves the right to determine if a 10Gbps network design is a better long-term solution and has a right to award based on the 10Gbps connection speed if it determines that it is in the best interest of the Wayne RESA and local districts.

The base connectivity requirements are defined in **Appendix D**. A general summary of the work/service requested is described below. Please note that if it is deemed to be in the best interest of Wayne RESA and its districts, Wayne RESA reserves the right to award WAN services to multiple providers.

The Vendor supplied WAN services will provide connectivity from the buildings identified in **Appendix A** to Wayne RESA. While it is desired that Vendors provide pricing for all of the requested entities listed in **Appendix A**, Vendors may propose pricing for any number of districts identified.

### **2.2.2 INTRA-DISTRICT WAN SERVICES (SOLUTION B)**

A WAN between participating local school district's head-end and their respective school facilities is requested. The intent of the WAN is to facilitate the connection to resources housed at their respective network head-ends (District data center) (See **Appendix C** for building List for the three districts. The base connectivity requirements for intra-district connectivity are defined in **Appendix D**. A general summary of the work/service requested is described below. Please note that Wayne RESA and participating districts reserve the right to award WAN services for each K-12 public school entities independently. The Vendor may enter into a separate contract with each district that awards a project through Solution B, however if one overall Vendor is selected, Wayne RESA may be the sole contract holder.

The vendor may propose a network solution using lit fiber, dark fiber or other third party technology solutions within their proposals.

The Vendor supplied WAN services will connect each of the buildings identified in **Appendix C** to the respective local school district head-end. While it is desired that Vendors provide pricing for all of the requested districts listed in **Appendix C**, Vendors may propose pricing for any number of districts or district facilities.

*The following technical specifications are applicable to both Solution A and Solution B:*

## **BANDWIDTH REQUIREMENTS**

**Appendix D** shows the desired bandwidth for both Solution A and Solution B. The initial bandwidth must have the ability to adjust (increase or decrease) WAN bandwidth in 1Gbps increments, depending on the current bandwidth requirements specified in **Appendix D**, up to the defined maximum (10Gbps).

In both instances (Wayne RESA to WAN and District to WAN), if situations arise where subscribed bandwidth will need to be reduced, the cost provided for increasing the bandwidth will be used to identify the final cost should the bandwidth requirements for the participating entity need to be reduced.

The proposed solution should be scalable to either increase or decrease as necessary and the changes should be performable independently for each entity without impacting others.

### **2.2.3 LAYER-2 CHARACTERISTICS**

Irrespective of the underlying WAN technology used for the proposed WAN, it must be capable of transporting Ethernet (Layer-2) frames with minimal overheads. Ethernet frames marked with IEEE 801.p and IEEE 802.1q tags must be honored/transmitted across the source-destination WAN connection. The Vendor must disclose any limitations or restrictions on the Layer-2 Ethernet frames that can be transported across the WAN.

### **2.2.4 LAYER-3 CHARACTERISTICS**

Irrespective of the underlying WAN technology used for the proposed WAN, it must be capable of transporting TCP/IP packets unmodified. For example, packets marked with TCP/IP DiffServ or other similar tags must be honored/transmitted without modifications across the WAN. The Vendor must disclose any limitations or restrictions on the Layer-3 TCP/IP packets that can be transported across the WAN.

### **2.2.5 RATE LIMITING**

The Vendor will be responsible for "rate-limiting" or "traffic shaping" of the traffic to the subscribed levels before it is sent to the WAN. This traffic shaping must be performed on the Vendor provided Customer Premise Equipment (CPE).

### **2.2.6 SELF-PROVISIONED BANDWIDTH CHANGES**

If applicable to the proposed WAN service type, the respondent will deliver a connection configured such that the District (K-12 entity or the RESA) may independently increase their WAN bandwidth in increments as defined in sections 2.3.1 and 2.3.2. It is desirable that the District has the ability to make modifications using a provider provided portal. If there are additional costs (non-recurring or recurring) incurred to accommodate bandwidth changes, these costs should be clearly defined.

### **2.2.7 FILTERING AND MONITORING**

The Vendor may not filter or log any type of traffic or connections in any way, with the exception of network troubleshooting techniques or investigations at the request of the designated District's agents.

### **2.2.8 INFRASTRUCTURE**

The proposed service will originate and terminate at the respective source and destination sites as identified in **Appendix A**. Any infrastructure construction that is required for the proposed solution/service must be included as a part of the proposal. If any infrastructure construction is required at any of the source/destination sites, the building entry will be aerial or underground as appropriate and approved by the local district for each site. The service will be installed at the building telco demarc. It will be the responsibility of the District to extend the service to the District's network head-end, if necessary.

### **2.2.9 CUSTOMER PREMISE EQUIPMENT**

The Vendor is required to state the type of CPE that will be installed at each site. Detailed information on the physical, environmental, and technical requirements for the CPE must be provided with the response. A specifications/data sheet on the CPE must be provided with the response. The Vendor is also required to state the type of interface that will be provided to connect to the District's network.

The interface hand-off from the CPE equipment to the participating entities must be capable of providing 10Gbps-capable fiber optics and 1Gbps-capable copper.

### **2.2.10 BANDWIDTH ADJUSTMENTS**

As increases in bandwidth of WAN services are planned, this may affect the type and quantity of interfaces or interface hardware required on CPE equipment. The cost for any additional interfaces on the CPE equipment and/or the transport resulting from increased bandwidth **must** be provided in your proposal.

### **2.2.11 REPORTING**

The Vendor **must** provide a mechanism for the District to view accurate reports on inbound and outbound bandwidth utilization. The information needs to be available in real time and provide historical views as well (daily, weekly, monthly and annual). This information will be used for detecting anomalies and trends in traffic, and to plan for future capacities. The reports can be accessible online or **must** be delivered monthly with the option of obtaining a report at any time on demand.

### **2.2.12 COST OF SERVICES**

For each participating entity, the Vendor will clearly identify all non-recurring and monthly recurring costs. **The cost for each participating entity will be clearly stated on the signature page**



of the Owner's contract.

Proposals must include cost for the requested services including installation, required equipment, optional equipment as recommended by the Vendor, other one-time charges and monthly recurring service charges, as well as any other associated costs as necessary for the District to accept the proposal.

### 2.2.13 VENDOR WALKTHROUGH

Vendor walkthroughs will **not** occur for this RFP.

### 2.2.14 CONSIDERATIONS FOR LEASED LIT FIBER

For leased lit fiber, any special construction fiber that will include additional fibers beyond what will be lit for Wayne RESA **must** be explicitly defined. If providing Leased Lit Fiber, Vendors **must** submit a response to the "*Special Construction Description*" column within the "Base Bid Pricing" tab of **Appendix D** indicating quantity and usage of fibers.

The following will serve as definitions regarding Leased Lit Fiber transport:

- **Leased Lit Fiber:** A fiber-based broadband service where the service provider owns and manages the network, and the E-Rate applicant pays a recurring fee to have data transported over the network.
- **Special Construction:** Upfront, non-recurring costs of deploying new fiber or upgraded facilities to eligible entities. Special construction consists of three components: (1) construction of network facilities; (2) design and engineering; and (3) project management. Special construction does not include charges for network equipment, (i.e., modulating electronics and other equipment necessary to make a category one service functional).

### 2.2.15 OPTIONAL SERVICES

The following services are listed as optional services. The cost for these services should not be included in your base bid. Please provide these costs in **Appendix D (Optional Services)**; the cost for the optional services must **NOT** be included in your base bid total.

### **2.2.15.1 Managed Router Service**

As an option, Wayne RESA and participating school districts are seeking a fully managed router service. The purpose is to provide proactive monitoring, maintenance, configuration, and repair services for the CPE on behalf of the District. Describe the services included as part of your managed router service. The District must still be provided read-only access to view configuration information. Pricing should be provided as a per-site unit cost (non-recurring & monthly recurring) that holds true for the duration of the Contract Term (if applicable).

### **2.2.15.2 Second Data Center Location Connectivity**

To ensure continuity of applications and services Wayne RESA provides for local districts, the District is seeking an option to include connectivity to the Livonia Public Schools data center location to the District-to-Wayne RESA wide area network connectivity which is Wayne RESA second data center location. The inclusion of the Livonia DC site should allow local school districts to reach Wayne RESA resources at this location. Service Providers should highlight any unique design considerations including additional construction, transport, or hardware costs. Technical requirements for the DC site connectivity should mirror those provided in prior sections of the RFP. The address for the DC site can be found in **Appendix A**. The desired bandwidth can be found in **Appendix D**.

## **2.3 Contractual Considerations**

It is possible that only a portion of the school districts identified in **Appendix C** may participate, as some entities included in Solution B may have an existing agreement in place for WAN services with varying Contract Terms (bandwidth and termination dates). The exact number of participating districts will be determined after proposals are received and thoroughly analyzed. Vendors shall provide pricing such that non-participation by one or more locals shall not affect the pricing for other districts. Vendors should not assume a minimum number of school district participants.

The Vendor may choose to provide incentives or discounts if certain thresholds (revenue commitment or number of sites) are met, and these incentives should be shown separately either in your executive summary or as a separate attachment to your RFP. If appropriate, the Vendor may provide tiered pricing also.

### **2.3.1 PARTIES**

The successful Vendor will be required to enter into a single agreement with Wayne RESA for Solution A, and either a single or multiple agreement for each local district identified in Solution B in order to facilitate the E-Rate filing process. The 470 form will be filed by Wayne RESA as a consortium, listing the various school districts

on this form. For both solutions, billing for each entity must be done separately for each district (Billed Entity Number) to allow for each district to file their own Form 471. Thus, the services provider may have a single contract with Wayne RESA or may have individual contracts with each participating school district. In addition, there are select districts included in the consortium filing, but are not explicitly requesting pricing at this time. As part of their consortium membership, these members have the right to purchase services under the consortium agreement at a later date. A list of consortium members is provided in **Appendix A**.

### **2.3.2 START OF SERVICES**

The start date for E-rate eligible services is driven by E-Rate requirements and cannot begin earlier than **July 1, 2021**; however, E-Rate rules do make provision for the preparation and installation of equipment and services to prepare the environment (network) to deliver services effective July 1, 2021.

### **2.3.3 TERM**

If the proposed solution includes a term commitment, the base contract for WAN services will be for a term of three years (36 months). Irrespective of when an entity joins the network, all contracts for this project will be co-terminus at the end of the third year. The contract should allow school districts to join the private network at any point of the term and will be co-terminus with the rest of the contracts.

### **2.3.4 RENEWAL**

Wayne RESA is requesting two separate one-year (12 month) extensions for WAN services using the information provided in your proposal. The renewal decision or voluntary extension will be solely that of Wayne RESA with no constraints beyond informing the Vendor thirty (30) days in advance. The renewal decision will be solely that of the individual K-12 school entity with no constraints beyond informing the Vendor 30 days in advance. Base proposal pricing should reflect that term.

### **2.3.5 CANCELLATION**

Wayne RESA and each participating local district has the right to terminate the Agreement by **May 1, 2021** without cause and without incurring any penalties, costs, or fees.

### **2.3.6 MINIMUM ANNUAL REVENUE COMMITMENTS (MARC)**

If the Vendor requires a Minimum Annual Revenue Commitment (MARC) from the district, the total annual dollar amount must be clearly stated by the individual K-12 school entity and for the overall consortium. The Vendor should clearly state the types of services that would be included for the MARC, e.g., voice, data, mobile, Internet, and professional services. If the District has existing services with the Vendor, the Vendor shall state whether the existing

services will be included in the MARC.

The District requires that any billing issues that may arise throughout this contract be resolved to the mutual satisfaction of the K-12 entity and Vendor within 30 days of that entity's notification to the Vendor of the issue. Failure on the Vendor's part to work to resolve any billing issues will result in the ability for the K-12 entity to terminate the contract at their sole discretion with no penalty.

### **2.3.7 EXPERIENCE AND SUPPORT**

Wayne RESA is seeking a partner who brings experience in managing WAN services, but also is able to provide excellent customer service through availability of support or operational guarantees. Please provide a brief description of the availability of support personnel and operational guarantees you are committed to providing. In addition, please outline the process for initiating support requests or service changes. These factors will be considered in the evaluation of proposed solutions.

## **2.4 SERVICE LEVEL GUARANTEES**

### **2.4.1 PERFORMANCE METRICS**

The Vendor should specify the estimated round trip delays/latency between any source – destination location (see **Appendix D: CPE and Performance Metrics**). The proposed network **must** be able to deliver delay/latency sensitive applications such as Voice over IP (VoIP) and video streaming applications. The maximum round trip **delays/latency** between any source/destination locations be no greater than **50 milliseconds** (ms). The acceptable tolerance range for **jitter** on the WAN will be no greater than **25ms** and the **packet loss** will be less than **0.5%**. The measurement of these metrics will be between the CPEs at the source and destination locations.

### **2.4.2 AVAILABILITY AND RELIABILITY**

Vendors should specify the service level offered as a percentage of time when the circuit(s) is available. Vendors should also specify the maximum period of total outage before remedies are activated. The Vendor should also specify the service level offered as a percentage of time with error free transmission on the proposed WAN circuit(s). Vendors should also specify the maximum period of erred transmission before remedies are activated.

### **2.4.3 REMEDIES**

Specify financial remedies to Wayne RESA for each event that the service levels of reliability and availability are not maintained.

### **2.4.4 NETWORK OPERATIONS CENTER (NOC) SCHEDULE**

Vendor **must** commit to providing 24/7 NOC services including end-to-end network monitoring of the WAN and Customer Premise Equipment (CPE), and must include a statement in your proposal confirming the same.

## 2.4.5 SERVICE AND MAINTENANCE

Wayne RESA requires maintenance and service seven days per week, twenty-four hours a day. The provider will deliver:

- i) On-line access for reading and updating tickets.
- ii) Dedicated contact personnel.
- iii) Escalation charts and procedures for troubleshooting and provisioning.
- iv) Engineering assistance available on-site during turn-up (if requested).
- v) Descriptions of the types of available online statistics and utilization monitoring reports that will be available.

For the proposed solution, the Vendor **must** complete and submit the forms **Performance Metrics and Customer Premise Equipment** from **Appendix D (CPE and Performance Metrics)**.

## 2.5 INTEGRATION SERVICES (Basic Installation)

The Vendor is requested to provide labor and materials for a turn-key installation of the proposed service and any associated equipment for WAN services. The turn-key installation should include bringing the system online (including all configuration and all specified inter-connections).

### 2.5.1 INSTALLATION ASSURANCES

THE VENDOR WILL DESCRIBE THE FOLLOWING:

- i) Describe the implementation team and their roles in ensuring a successful cutover.
- ii) Describe the resources that will be available at cutover weekend to address unforeseen problems.
- iii) Describe any anticipated disruptions in service during the cutover period.
- iv) Responsibilities required of Wayne RESA and participating local school districts to help ensure a successful cutover.

### 2.5.2 SYSTEM TROUBLESHOOTING

The Vendor will work diligently with Wayne RESA's technical teams to resolve any issues related to the delivered WAN service.

## 2.6 SYSTEM PRICING

All Vendor information and price response forms that are required for submission are provided in the document. The specific product and services required for the section of this project are specified in the forms provided in **Appendix D**.

These forms are available for download from the web site <http://www.resa.net/services/purchasing/rfp/>. It is mandatory that the Vendor use the pre-formatted spreadsheets (**Attachments 1 through 7**) when submitting the requested equipment/services. All columns on the price response forms **must** be filled out appropriately. Failure to use the required spreadsheets and completion of all required information could be grounds for rejection of the proposal.

After providing the necessary response to the requested product(s), the Vendor

may provide pricing for other “Optional Services” that can enhance the capabilities of the requested services or provide alternate services. The costs for these optional equipment/services **must** be shown using the form **Appendix D: Optional Services Price Response Form**. The costs for the optional services should NOT be added to the base proposal cost. The purchase of these optional services will be at the sole discretionary of Wayne RESA.

## **2.7 Other Costs**

If any costs are associated with your proposed services that have not been identified in prior sections, they must be detailed here. Any such charges will be clearly identified, and all non- recurring and monthly costs provided. These “Other” costs, if any, must be shown using the Optional Services Price Response Form from **Attachment #2**.

### 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 ( <b>Vendor must provide</b> )
Attachment #7	Assurances and Certifications

# SIGNATURE PAGE

*This form must be returned, properly executed.*

In compliance with the Request for a Proposal made by Wayne RESA, 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 (Wayne RESA) 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 RESA 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**

*Appendix D must be completed in addition to providing summary data in this attachment.  
Additional pages may be added as needed to propose alternative solutions.*

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

Description	Unit Price
	\$
	\$
	\$
	\$
	\$
	\$
Additional Proposed Services (if any):	\$
	\$
	\$

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>
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 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.)*

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

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

Print name of Vendor: \_\_\_\_\_ 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

**VENDOR 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 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 \_\_\_\_\_

## **APPENDICES (REFER TO SEPARATE FILES)**

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**APPENDIX A** – Building Addresses & Consortium Members

**APPENDIX B** – Self Provisioned Fiber Specifications

**APPENDIX C** – Option B Buildings and Addresses

**APPENDIX D** – Pricing Worksheet

**APPENDIX E** – IRU Contacts 123net and Everstream

**APPENDIX F** – KMZ Files