

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

**MARCH 17, 2021**

**REQUEST FOR PROPOSAL**  
**DATA CENTER EQUIPMENT**  
**RFP #21-005-651**

**Proposal Due Date: Monday, April 5, 2021**  
**12:00 P.M. EST**  
**Erika Hunter, WCRESA Purchasing Consultant**  
**[huntere@resa.net](mailto:huntere@resa.net)**

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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 104 charter schools in Wayne County, Michigan; serving almost 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 establish pricing for data center equipment.

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

### B. Scope

WCRESA is requesting proposals for data center equipment. Services will be provided at one or all of the following locations:

Organization	Location
Wayne RESA Education Center	33500 Van Born Road Wayne, MI 48184
Wayne County School Districts	Varies
Livingston Educational Service Agency	1425 W Grand River Road Howell, MI 48843
Livingston Educational School Districts	Varies
Other Intermediate School Districts (ISD) or Educational Service Agencies	Within the state of Michigan
Other School Districts	Within the state of Michigan

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>RFP Issue Date</b>	<b>Wednesday, March 17, 2021</b>
<b>Submission of Written Questions from Supplier</b>	<b>1:00 p.m., Tuesday, March 23, 2021</b>
<b>Written Questions Response from WCRESA</b>	<b>Friday, March 26, 2021</b>
<b>Proposal Due Date</b>	<b>12:00 p.m., Monday, April 5, 2021</b>
<b>Selection of Preferred Supplier(s)</b>	<b>May 2021</b>

Selected Suppliers may be required to make oral or other presentations. Failure of a Supplier to conduct a presentation on the date scheduled may result in rejection of the Supplier's proposal. In addition, WCRESA may decide to make site visits to the selected Suppliers' reference sites or other sites provided by the Supplier.

WCRESA reserves the right to change this schedule as needed and all information provided by WCRESA in this RFP 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. Proposal Process**

1. Proposal must be prepared in compliance with provisions of this RFP. Failure to comply with all provisions of this RFP may result in disqualification of the proposal.
2. Proposals must be received by email to [huntere@resa.net](mailto:huntere@resa.net) by **12:00 p.m., Monday, April 5, 2021**.

**Proposals must be submitted in the following format:**

- One (1) pdf file in accordance to the table below
- Appendix A (Pricing Spreadsheet) completed and submitted as a Microsoft Excel file

**PDF documents should be submitted as one (1) file and NOT as individual files**

**Please note: though proposals are to be emailed, Attachments #4 and #5 must still be notarized and stamped**

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

Proposal Section	Section Title	Template for Submission
<b>Intro</b>	Letter of Transmittal	
<b>1.0</b>	Executive Summary	
<b>2.0</b>	Scope of Proposed Solution	
<b>3.0</b>	Comprehensive List of Assumptions	
<b>4.0</b>	Company Background/Customer List	
<b>5.0</b>	Supplier Relationships or Potential Conflicts with WCRESA	
<b>6.0</b>	Signature Page	Attachment #1
<b>7.0</b>	Bid Proposal	Attachment #2
<b>8.0</b>	Statement of Qualifications	Attachment #3
<b>9.0</b>	Ethical Standards Affidavit <b>MUST BE NOTARIZED</b>	Attachment #4
<b>10.0</b>	Conflict of Interest Affidavit <b>MUST BE NOTARIZED</b>	Attachment #5
<b>11.0</b>	Certificate of Liability Insurance	Attachment #6 <b>SUPPLIER MUST PROVIDE THEIR ORGANIZATION'S CERTIFICATE WITH PROPOSAL</b>
<b>12.0</b>	Assurances and Certifications	Attachment #7
<b>13.0</b>	Exceptions to WCRESA's Terms and Conditions	Please note on a separate document whether or not your organization takes exception to any term in this document

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

### **PROPOSAL RESPONSE GUIDELINES**

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

#### **Letter of Transmittal** (*Maximum Length=1 page*)

The letter should briefly list the legal name of the company, address of corporate headquarters, whether the company is a sole proprietor, a partnership, corporation, or other legal entity contact information of account executive, confirm major components of the work being proposed, and be signed by an individual that is authorized to bind the firm.

#### **Proposal Section 1.0 – Executive Summary** (*Maximum Length=3 pages*)

This part of the response to the RFP should be limited to a brief narrative highlighting the supplier's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The summary should describe the following:

- Key differentiators in service offerings, account management, and value added services proposed by your company
- Your understanding of the scope of requirements and the level to which your proposal has met the requirements
- The summary should also specify the names of similar-sized education, government and other comparably-sized clients that have used the services being proposed
- High-level project execution plan

- Risk management considerations
- Cost by service type
- Value and outcomes delivered to WCRESA

**Proposal Section 2.0 - Scope of Proposed Solution** *(Maximum Length=5 pages)*

Provide a description of the overall solution or methodology for **DATA CENTER EQUIPMENT**. Include a high-level description of the steps of how the services will be provided and any associated value added services solution that meets the requirements. Confirm that the solution being provided is comprehensive as defined in Section II of the Request for Proposal (**DATA CENTER EQUIPMENT** Specifications). In addition, describe the methodology for solution delivery. Finally, describe the client relationship management approach (e.g., steering committee, status reporting).

**Proposal Section 3.0 - Comprehensive List of Assumptions** *(Maximum length = 2 pages)*

Rather than have assumptions be scattered throughout the proposal, WCRESA requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of the RFP and/or associated services.

**Proposal Section 4.0 - Company Background/Customer List** *(Maximum Length=5 pages)*

Supplier must provide the following information about its company so that WCRESA can evaluate the supplier's financial stability and ability to support the commitments set forth in response to the RFP.

The supplier should describe the company's background, including:

- How long the company has been in business.
- A brief description of the company size and organizational structure as it relates to services proposed.
- How long the company has been working with a) education clients; b) government clients; and c) commercial clients.
- Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint.

**Proposal Section 5.0 - Supplier Relationships or Potential Conflicts with WCRESA**

Describe any business relations that Supplier currently has or has had with WCRESA; include relationships any parent, subsidiary, or other affiliate company may have with WCRESA.

Please indicate if any employees, officers, directors, members, agents or consultants of Supplier are also an employee of WCRESA.

**Proposal Section 6.0 – Signature Page**

Please refer to the RFP Template Attachment #1

**Proposal Section 7.0 – Bid Proposal**

Please refer to the RFP Template Attachment #2

**Proposal Section 8.0 – Statement of Qualifications**

Please refer to the RFP Template Attachment #3

**Proposal Section 9.0 – Ethical Standards Affidavit**

Please refer to the RFP Template Attachment #4

**Proposal Section 10.0 – Conflict of Interest Affidavit**

Please refer to the RFP Template Attachment #5

**Proposal Section 11.0 – Certificate of Liability Insurance**

Supplier to provide a copy of their insurance certificate with proposal

**Proposal Section 12.0 – Assurances and Certifications**

Please refer to the RFP Template Attachment #7

3. Proposals addressed to: Erika Hunter  
Wayne RESA, Purchasing Office  
RFP #21-005-651  
33500 Van Born Road  
Wayne, MI 48184-2497
4. Any proposal received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Proposals received by facsimile transmissions or electronic mail will not be considered valid unless also received by mail or delivery by the stated deadline.
5. For attachments, only the forms provided in the RFP 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 proposals will be allowed.**
7. It is understood that each Supplier, before submitting a proposal, 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 RFP 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 RFP may be directed 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 RFP while the RFP is in progress (from the time supplier receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Supplier's proposal.
10. If a Supplier discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 RFP 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 RFP prior to submitting the proposal or it shall be deemed waived.

11. No allowance will be made after proposals are received and opened, for oversight, omission, error or mistake by Supplier.
12. All proposals 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 proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
14. WCRESA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
15. Receipt of proposal materials by WCRESA or submission of a proposal to WCRESA offers no rights against WCRESA nor obligates WCRESA in any manner.
16. WCRESA reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Supplier from full compliance with the RFP 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. Proposal must be signed by an officer of the Supplier who is legally authorized to obligate the Supplier to a contract.
19. All proposals 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 proposals are due proposals will be due at the same time on the next day that the WCRESA building is open.



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

1. All Suppliers, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.
2. 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) Cost data (price, price protection and total cost of ownership)
  - (b) Supplier's ability to meet the functional requirements of this RFP
  - (c) Supplier's adherence to applicable laws, ordinances, etc. and industry standards
  - (d) Supplier's commitment and experience in successfully performing similar agreements
  - (e) Supplier's general reputation for performance and service;
  - (f) Supplier's longevity of service (number of years) and previous experience;
  - (g) Years of continuous business;
  - (h) Supplier's compliance to the schedule of events including participation in pre-bid conference, RFP review meeting and walk through if applicable.
  - (i) Acceptability of product/services to the internal customer.
  - (j) Overall service quality
  - (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 proposals
  - (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. Proposals 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 proposal is determined to be the most advantageous to WCRESA taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between WCRESA and the Supplier.
5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
6. WCRESA reserves the right to accept or reject in part or in whole any or all proposals submitted.
7. WCRESA reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Supplier's price contained in the cost proposal.
8. WCRESA reserves the right to negotiate further with the successful Supplier. The content of the RFP and the successful Supplier's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.

9. By submission of proposals pursuant to this RFP, Suppliers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
10. A proposal in response to an RFP is an offer to contract with WCRESA based upon the terms, conditions, and scope of work and specifications contained in the RFP.
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 RFP, the proposal and the contract.
12. Suppliers must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
13. All proposals must be valid for at least **one hundred and twenty (120)** days from the proposal submission date.
14. Proposals received after the specified date and time for proposal 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 proposal was rejected for invalid reasons.
- The Supplier awarded the resultant Master Agreement did not comply with RFP specifications.

##### **1. 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.

##### **2. Protest Procedure**

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

- A. Non-selected Suppliers will have three (3) business days from the date the notice is posted to file a formal bid protest with WCRESA Administrator or the designee.
- B. The bid protest, which must be received by WCRESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Supplier, WCRESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Supplier.
- D. If a Supplier's bid protest is appropriately filed, WCRESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, WCRESA has no obligation to delay or otherwise postpone an award of a Master Agreement

based on a bid protest. In all cases, WCRESA reserves the right to make an award when it is determined to be in the best interest of WCRESA to do so.

- F. WCRESA Administrator or designee will respond to all bid protests in a timely manner.

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

### **1. Evidence of Supplier Insurance Coverage**

The Supplier shall provide WCRESA at the time the Bid Proposal 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, 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 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 proposal, 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 proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.

7. Termination of the Agreement by 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 RFP documents and addendum, Supplier's response to this RFP, 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**

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 RFP, 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. Supplier 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 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.

**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. DATA CENTER EQUIPMENT SPECIFICATIONS

### A. Program Requirements

This RFP seeks to establish pricing for licenses and equipment that will be available to the WCRESA consortium. The consortium is comprised of school districts, public school academies (PSAs), and intermediate school districts (ISDs) also referred to as Educational Service Agencies (ESAs).

Due to the nature of the RFP, Suppliers are to provide exact pricing for each line item on the provided Excel pricing spreadsheet (Appendix A). Supplier must **not** propose a “percentage off list price” scenario. WCRESA will not accept alternate items.

#### 1. VMware Licensing

WCRESA and participating districts are looking to renew existing and/or purchase new licenses for the following VMware products. Please provide licensing costs for the most current version available at the time of response.

- VMware vCenter Server Standard
  - Please provide basic and production support options
  - Please provide both one (1) and three (3) year options
  - Please provide renewal pricing for existing customers as well as new pricing
- VMware vSphere Standard
  - Please provide both basic and production support options
  - Please provide both one (1) and three (3) year options
  - Please provide renewal pricing for existing customers as well as new pricing
- VMware vSphere Enterprise Plus
  - Please provide both basic and production support options
  - Please provide both one (1) and three (3) year options
  - Please provide renewal pricing for existing customers as well as new pricing
- VMware vSphere Essentials Plus Kit
  - Please provide basic support options
  - Please provide both one (1) and three (3) year options
  - Please provide renewal pricing for existing customers as well as new pricing
- VMware Fusion
  - Please provide both New and Upgrade options
- VMware Workstation Pro
  - Please provide both New and Upgrade options

#### 2. Servers

The purpose of these servers will be to host VMware ESXi so they must be on the VMware Hardware Compatibility List (HCL) for the most current version available at the time of response. Three (3) years of OEM Warranty required. Please provide an optional price for five (5) years. (Dell, HP)



- **Rack Servers**

Several districts are seeking dual power supply, maximum 2U rackmount servers. Server should have two (2) available central processing units (CPU) sockets:

- Option – Intel Xeon-Silver 4208 (2.1GHz/8-core)
- Option – Intel Xeon-Silver 4210 (2.2GHz/10-core)
- Option – Intel Xeon-Silver 4214 (2.1GHz/12-core)
- Option – Intel Xeon-Gold 5217 (3.0GHz/8-core)
- Option – Intel Xeon-Gold 6226 (2.7GHz/12-core)
- Option – Intel Xeon-Gold 6244 (3.6GHz/8-core)
- Please include applicable Random Access Memory (RAM) configuration options – (OEM, not 3<sup>rd</sup> party)
  - 12 16GB RDIMM Dual Rank
  - 12 32GB RDIMM Dual Rank
  - 12 64GB RDIMM Dual Rank
- Servers will connect to an iSCSI SAN. Include hardware options for network and iSCSI SAN connectivity.
  - Option for four (4) - 1GB Ports
  - Option for four (4) - 10GB Ports
  - Option for four (4) - 10Gb SFP+ ADPT

### **3. Storage Area Network (SAN) Storage**

Participating districts are looking to purchase a SAN solution. The objective of the project is to implement a scalable, enterprise level, cost effective and easy to manage SAN solution. The SAN must be fully compatible with VMWare's current virtualization offering and must be able to provide multi-path capability to the storage array. Individual hardware components must be fully redundant and hot-swappable with the ability to replace failed hardware such as controllers, cache batteries, hard disks, and power supplies without downtime and must have VAAI support. The proposed solution must be iSCSI.

The solution must have dual controllers that operate in Active/Active or Active/Passive modes. It should also have web-based administration and have automatic alerting for alarm notification. The solution can be either all SAS, all SSD or a Hybrid containing SSD, SAS, and/or NL-SAS. It must be mountable in a standard 19" rack. It is preferred that the solution support thin and thick provisioning.

- One solution should have at least eight (8) TB of available usable space
  - This solution will be primarily used for storage for VMware
  - Provide option for SSD cache drives (400 GB minimum)
  - Provide option for SAS and/or SATA drives for video storage/expansion
  - This solution should have a one (1) GB and a ten (10) GB network option
  - This solution should be expandable by adding drives or shelves to 150TB+

### **4. HPE Nimble Storage expansion shelf for model HF-40**

- One configuration should be the HPE Nimble **ES3 42TB 2.8TB CTO Shelf**
- One configuration should be the HPE Nimble **ES3 84TB 5.7TB CTO Shelf**



## 5. Data Domain Backup Appliances / Maintenance

Participating districts are looking for a backup solution that will replicate to the Data Domain at WCRESA. Options to include DD Boost, Replication and five (5) year NBD maintenance.

- EMC Data Domain DD3300 16TB - 10GbE Direct Attach SFP+ Adapter

## 6. VEEAM Licenses

Participating districts are in need of VEEAM Perpetual licenses (new and renewal) for their backup environments:

- VEEAM Backup Essentials Standard
- VEEAM Backup Essentials Enterprise
- VEEAM Backup Essentials Enterprise Plus
- VEEAM Backup & Replication Standard
- VEEAM Backup & Replication Enterprise
- VEEAM Backup & Replication Enterprise Plus

### VUL (5 VM increments with minimal a 10 VM's)

- Veeam Backup Essentials Universal License. 1 Year Subscription
- Veeam Backup Essentials Universal License. 3 Year Subscription
- Veeam Backup Essentials Universal License. 5 Year Subscription

## 7. Switches, Firewalls and additional items for networking

Data Center Switching	
	Top of Rack Replacement
Option 1 (Keep supported FEX units)	
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G, MACsec
CON-SNT-N93YCFX	SNTC-8X5XNBD Nexus 9300 with 48p
MODE-NXOS	Dummy PID for mode selection
NXOS-9.3.6	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.6
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal
NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust
NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
	ToR Replacement for N2K-C2248TP-1GE
N2K-C2248TP-E	N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE), airflow/PS option
CON-SNT-C2248TPE	SNTC 8X5XNBD N2K-C2248TP-E-1GE (48x100/1000-T+4x10GE),airfl

N2248TP-E-FA-BUN	Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan
CON-SNT-2248EFA	SNTC-8X5XNBD Standard Airflow pack:N2K-C2248TP-E-1GE
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
	<b>40G vPC Peer-Link Connections</b>
QSFP-H40G-CU1M=	40GBASE-CR4 Passive Copper Cable, 1m
	<b>10G vPC Peer-Keepalive</b>
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter
<b>Option 2 (Full Replacement - NEW ToR)</b>	
N9K-C93240YC-FX2	Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28
CON-SNT-N93YCFX2	SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p
MODE-NXOS	Dummy PID for mode selection
NXOS-9.3.6	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.6
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal
NXK-MEM-8GB	Additional memory of 8GB for Nexus Switches
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
	ToR Replacement for N2K-C2248TP-1GE
N9K-C93108TC-FX	Nexus 9300 with 48p 10G-T, 6p 100G QSFP28
CON-SNT-N93TCFX	SNTC-8X5XNBD Nexus 9300 with 48p
MODE-NXOS	Dummy PID for mode selection
NXOS-9.3.6	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.6
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal
NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust
NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors

	ToR Replacement for N2K-C2232PP
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G, MACsec
CON-SNT-N93YCFX	SNTC-8X5XNBD Nexus 9300 with 48p
MODE-NXOS	Dummy PID for mode selection
NXOS-9.3.6	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.6
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal
NXA-PAC-500W-PE	Nexus NEBs AC 500W PSU - Port Side Exhaust
NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
	40G vPC Peer-Link Connections
QSFP-H40G-CU1M=	40GBASE-CR4 Passive Copper Cable, 1m
	<b>10G vPC Peer-Keepalive</b>
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter
	40G Connections to N9K ToR Switches
QSFP-H40G-CU7M=	40GBASE-CR4 Copper Cable, 7m
QSFP-H40G-CU10M=	40GBASE-CR4 Copper Cable, 10m
<b>Access Switch Replacements</b>	
C9200L-24T-4X-E	Catalyst 9200L 24-port Data 4x10G uplink Switch, Network Essentials
C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license
PWR-C5-125WAC/2	125W AC Config 5 Power Supply - Secondary Power Supply
C9200L-48PXG-4X-E	Catalyst 9200L 48-port 12xmGig, 36x1G, 4x10G PoE+, Network Essentials
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license
PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply
C9200L-STACK-KIT=	C9200L Stack Kit
STACK-T4-1M	1M Type 3 Stacking Cable
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors

<b>Wayne RESA Building Core</b>	
C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage
CON-SNTP-C95004XA	SNTC-24X7X4 Catalyst 9500 40-port 10Gig switch
PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling
PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling, redundant
C9500-NW-A	C9500 Network Stack, Advantage
C9500-DNA-40X-A	C9500 DNA Advantage, Term licenses
C9500-DNA-A-3Y	DNA Advantage 3 Year License
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors
<b>Firewall - Border HA Pair</b>	
	Firewall Management Console
SF-FMC-VMW-10-K9	Cisco Firepower Management Center, (VMWare) for 10 devices
CON-ECMU-SFFMCK9VC	SWSS UPGRADES Cisco Firepower Management Center, (VMWare)
<b>Firewall Option 1</b>	
FPR2140-FTD-HA-BUN	Cisco Firepower 2140 Threat Defense Chss,Subs HA Bundle
L-FPR2140T-T=	Cisco FPR2140 Threat Defense Threat License
L-FPR2140T-T-3Y	Cisco FPR2140 Threat Defense Threat 3Y
FPR2140-NGFW-K9	Cisco Firepower 2140 NGFW Appliance, 1U, 1 x NetMod Bay
CON-SNT-FPR2140N	SNTC-8X5XNBD Cisco Firepower 2140 NGFW Appliance, 1U,
SF-F2K-TD6.4-K9	Cisco Firepower Threat Defense software v6.4 for FPR2100
FPR2K-SSD200	Firepower 2000 Series SSD for FPR-2130/2140
FPR2K-SLIDE-RAILS	Firepower 2000 Slide Rail Kit
FPR2K-NM-BLANK	Firepower 2000 Series Network Module Blank Slot Cover
FPR2K-FAN	Firepower 2000 Series Fan Tray
FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply
FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier

CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
<b>Firewall Option 2</b>	
FPR2130-FTD-HA-BUN	Cisco Firepower 2130 Threat Defense Chss,Subs HA Bundle
FPR2130-NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay
CON-SNT-FPR2130W	SNTC-8X5XNBD Cisco Firepower 2130 NGFW Appliance, 1U,
FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
SF-F2K-TD6.4-K9	Cisco Firepower Threat Defense software v6.4 for FPR2100
FPR2K-SSD200	Firepower 2000 Series SSD for FPR-2130/2140
FPR2K-SLIDE-RAILS	Firepower 2000 Slide Rail Kit
FPR2K-NM-BLANK	Firepower 2000 Series Network Module Blank Slot Cover
FPR2K-FAN	Firepower 2000 Series Fan Tray
FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply
FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier
L-FPR2130T-T=	Cisco FPR2130 Threat Defense Threat
L-FPR2130T-T-3Y	Cisco FPR2130 Threat Defense Threat 3Y
<b>Firewall - Data Center HA Pair</b>	
FG-2601F-BDL-950-36	FortiGate-2601F Hardware plus 3 Year 24x7 FortiCare and FortiGuard Unified Threat Protection (UTP)
FN-TRAN-SFP+SR	Fortinet 10G SFP+ Short Range Transceiver
<b>Fortinet Support Contract</b>	
	one (1)-year contract
	<b><i>Fortinet Security Support Services</i></b>
	Product Serial Number: FG1K5D3I1780478
	Model: FortiGate 1500D

**8. Cisco Wireless LAN Controller (Virtual/Cloud based) to replace existing Cisco vWLC**

WCRESA will need licenses and support for 50 Access Points – Must support a mix of Cisco AIR-CAP2702I and AIR-CAP2802I. 5 years of DNA Essentials and any SMARTnet licensing required for TAC support and software updates for the virtual controller.

C9800-CL-K9	Cisco Catalyst 9800-CL Wireless Controller for Cloud
CON-ECMU-C9800CLC	SWSS UPGRADES Cisco Catalyst 9800-CL Wireless Control
LIC-C9800-DTLS-K9	Cisco Catalyst 9800 Series Wireless Controller DTLS License
SC9800CLOVAK9-173	Cisco Catalyst 9800-CL Wireless Controller - VMware
AIR-DNA-A-PROMO	Wireless Cisco DNA On-Prem Advantage PROMO, Term Lic
DNA-A-PROMO-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, PROMO Trk Lic
PI-LFAS-AP-T	Prime AP Term Licenses
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic
AIR-DNA-A-T-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, Tracker Lic
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack
D-DNAS-EXT-T	Cisco DNA Spaces Extend Option for Cisco DNA 1Yr Term
D-DNAS-EXT-5Y	Cisco DNA Spaces Extend Option for Cisco DNA 5Y
	<b>DNA Subscription in order to connect existing AP2702i and AP2802i to 9800 WLC.</b>
AIR-DNA-A=	Wireless Cisco DNA On-Prem Advantage, Term, Spare Lic
AIR-DNA-A-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term Lic
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA
D-CISCODNAS-SEE-5Y	Cisco DNA Spaces See Term 5Y
PI-LFAS-AP-T	Prime AP Term Licenses
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic
AIR-DNA-A-T-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, Tracker Lic
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack

## 9. Network Infrastructure and Management for WCRESA

WCRESA has a need to update network infrastructure components:

Cisco Compatible SFP+ and Twinax Direct Attach Cables	
SFP-10G-SR	10G SFP+ SR Optic (Cisco compatible)
SFP-H10GB-CU1M=	1 Meter 10G Twinax (Cisco compatible)
SFP-H10GB-CU4M=	4 Meter 10G Twinax (Cisco compatible)
SFP-H10GB-CU5M=	5 Meter 10G Twinax (Cisco compatible)
SFP-H10GB-CU7M=	7 Meter 10G Twinax (Cisco compatible)
SFP-H10GB-CU10M=	10 Meter 10G Twinax (Cisco compatible)

## 10. Cisco SmartNET Maintenance for WCRESA

WCRESA is looking to renew current SmartNET contracts currently in place for existing Cisco electronics. The following is a list sorted by current contract of the products that we are looking to renew. The base bid should be a one (1)-year contract.

Serial number	Description / Device
	<b>SmartNET Maintenance</b>
FXS2435Q0WJ	Cisco Catalyst 9600 Series <b>**24x7x4**</b>
FCH20217SVV	CISCO ASA-5525X (Building Firewall)
FTX2420W0UU	CISCO ASA-5525X (DR Firewall)
	Cisco ASR 9006 Cisco IOS XR IP/MPLS Core Software 3DES <b>**24x7x4**</b>
FOX1928GHME	ASR-9006-AC-TR-BUN ASR9006 AC V2
FOC1928P8A7	A9K-4T16GE-TR 4X10GE / 16X1G
FOC1928P8AG	A9K-4T16GE-TR 4X10GE / 16X1G
FOC1928P89D	A9K-4T16GE-TR 4X10GE / 16X1G
FOC2129NAKU	A9K-MOD80-TR / MOD80 Modular Linecard
FOC2128N7LU	A9K-MPA-4X10GE / ASR 9000 4-port 10GE

FOC1928N05J	ASR-9006-FAN-V2 ASR-9006 Fan Tray
FOC1928N07G	ASR-9006-FAN-V2 ASR-9006 Fan Tray
FOC1928NUQP	A9K-RSP440-TR ASR9K Route Switch
FOC1928NUS7	A9K-RSP440-TR ASR9K Route Switch
ART1919000Y	PWR-3KW-AC-V2 3KW AC Power
ART1921003D	PWR-3KW-AC-V2 3KW AC Power
FOC22245092	N5K-C5672UP Nexus 5672UP 1RU, 32x10G SFP+
SSI222102VQ	N2K-C2232PP-10GE N2K 10GE, 2 AC PS, 1 Fan (Std Air), 32x1/10GE+8x10GE
SSI15150F58	N2K-C2232PP-10GE N2K 10GE, 2 AC PS, 1 Fan (Std Air), 32x1/10GE+8x10GE
SSI181202JZ	N2K-C2232PP-10GE N2K 10GE, 2 AC PS, 1 Fan (Std Air), 32x1/10GE+8x10GE
SSI1519006Z	N2K-C2232PP-10GE N2K 10GE, 2 AC PS, 1 Fan (Std Air), 32x1/10GE+8x10GE
SSI181201NJ	N2K-C2232PP-10GE N2K 10GE, 2 AC PS, 1 Fan (Std Air), 32x1/10GE+8x10GE
FOC2214U0WV	WS-C3850-48P-E Cisco 3850 w/IPServices
JAE18270202	WS-C4500X-16 Cisco 4500X
FCW2238F0VZ	C9500-40X-A Cisco 9500-40X
FCW2238F0VB	C9500-40X-A Cisco 9500-40X

**B. Length of Contract**

Provide pricing through July 31, 2021.



### 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>(Supplier 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 WCRESA, 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 (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 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 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 RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

Description	Unit Price
<b>SEE APPENDIX A TO QUOTE PRICING</b>	

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 proposal therefore.

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

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

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

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

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

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

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

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

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

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

### CONFLICT OF INTEREST AFFIDAVIT

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

(3) The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

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

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

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

Print name of Supplier: \_\_\_\_\_ 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 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. WCRESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Date \_\_\_\_\_

Signature \_\_\_\_\_