

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

**February 27, 2020**

**REQUEST FOR PROPOSAL**  
**MISCELLANEOUS VOICE SERVICES**  
**RFP # 20-002-651**

<b>Pre Bid Meeting:</b>	<b>Thursday, March 5, 2020</b> <b>2:00 P.M. EST</b> <b>Wayne RESA</b> <b>33500 Van Born Road</b> <b>Wayne, MI 48184</b> <b>Room 301</b>  <b>Or</b>  <b>Connect over video</b> <b>Join with the Lifesize App:</b> <a href="https://call.lifesizecloud.com/71238">https://call.lifesizecloud.com/71238</a> <b>Other ways to call:</b> <a href="https://call.lifesizecloud.com/otherways/71238">https://call.lifesizecloud.com/otherways/71238</a>  <b>Connecting from a Lifesize conference room system?</b> <b>Just dial 71238 with the keypad.</b>  <b>Call in by phone</b> <b>United States: +1 844 572 5683,,71238#</b>
<b>Proposal Due Date:</b>	<b>Friday March 20, 2020</b> <b>12:00 P.M. EST</b> <b>Wayne RESA Purchasing Office</b>

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## I. INSTRUCTION TO SUPPLIERS

### A. Introduction

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

Wayne County Regional Educational Service Agency (WCRESA) intends to partner with Oakland Schools (OS) on this bid and is seeking to establish or upgrade various district communication services across both Wayne and Oakland County. Both Wayne and Oakland ISD's service multiple districts across the two counties that will partner and procure items or systems off this RFP.

Specifically, this RFP is looking for miscellaneous voice services that include Centrex, SIP, Prime Rate Interface (PRI), Long distance and Plain Old Telephone Service (POTS). During the term of this Agreement, any school district or public school academy ("school district") within the state of Michigan may choose to access this contract. The awarded supplier will provide the awarded proposal pricing for the requested services to these entities.

### B. Scope

WCRESA is requesting proposals for miscellaneous voice services. 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).

RFP TIMETABLE	
RFP Issue Date	Thursday, February 27, 2020
Pre-Bid Meeting	2:00 p.m., Thursday, March 5, 2020 (see cover page for room and conference call information)
Submission of Written Questions from Supplier	2:00 p.m., Monday, March 9, 2020
Written Questions Response from WCRESA	Thursday, March 12, 2020
Proposal Due Date	12:00 p.m., Friday March 20, 2020
Supplier Presentations	TBD
Selection of Preferred Supplier(s)	TBD
Project Start	April 2020

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 mail or delivery, by **12:00 p.m., Friday March 20, 2020**. Suppliers are to submit one (1) signed original and one (1) electronic copy (include media with the sealed bid documents)

The following table is a summary of the required 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>	Comprehensive List of Assumptions	
<b>3.0</b>	Company Background/Customer List	
<b>4.0</b>	Supplier Relationships or Potential Conflicts with WCRESA	
<b>5.0</b>	Signature Page	Attachment #1
<b>6.0</b>	Bid Proposal	Attachment #2
<b>7.0</b>	Statement of Qualifications	Attachment #3
<b>8.0</b>	Ethical Standards Affidavit <b>MUST BE NOTARIZED</b>	Attachment #4
<b>9.0</b>	Conflict of Interest Affidavit <b>MUST BE NOTARIZED</b>	Attachment #5
<b>10.0</b>	Certificate of Liability Insurance	Attachment #6 <b>SUPPLIER MUST PROVIDE THEIR ORGANIZATION'S CERTIFICATE WITH PROPOSAL</b>
<b>11.0</b>	Assurances and Certifications	Attachment #7
<b>12.0</b>	Exceptions to WCRESA's Terms and Conditions	Attachment #8 Please note on a separate document whether or not your organization takes exception to any term

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 name of the company, address of corporate headquarters, 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 - 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 3.0 - 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 4.0 - 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 5.0 – Signature Page**

Please refer to the RFP Template Attachment #1

**Proposal Section 6.0 – Bid Proposal**

Please refer to the RFP Template Attachment #2

**Proposal Section 7.0 – Statement of Qualifications**

Please refer to the RFP Template Attachment #3

**Proposal Section 8.0 – Ethical Standards Affidavit**

Please refer to the RFP Template Attachment #4

**Proposal Section 9.0 – Conflict of Interest Affidavit**

Please refer to the RFP Template Attachment #5

**Proposal Section 10.0 – Certificate of Liability Insurance**

Supplier to provide a copy of their insurance certificate with proposal

**Proposal Section 11.0 – Assurances and Certifications**

Please refer to the RFP Template Attachment #7

**Proposal Section 12.0 – Exceptions to WCRESA’s Master Service Agreement**

While it is WCRESA’s preference that the Supplier sign the standard template “as is” and, in fact, WCRESA may consider extensive changes to the agreement as a reason to exclude a supplier from further consideration; Suppliers may take select exception to terms and conditions (Attachment #8– Master Services Agreement). The Supplier must clearly set forth each exception in its proposal, referencing the affected RFP section, paragraph and page. The Supplier must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the supplier. WCRESA shall determine (in its sole discretion) the acceptability of any proposed exception(s).

3. Proposals addressed to: Erika Hunter  
Wayne RESA, Purchasing Office  
RFP # **20-002-651**  
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 Wayne 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.
  - (p) Preference shown to vendors responding to multiple service categories.
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, Wayne WCRESA, 33500 Van Born Road, Wayne, MI 48184."
4. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to Wayne WCRESA at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless – The Supplier shall indemnify and hold harmless WCRESA, its officers, agents, and employees from:
  - a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
  - b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - c) WCRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
  - d) The Supplier shall reimburse WCRESA any expenses incurred as a result of the Supplier's failure to fulfill any obligation in a professional and timely manner under the Agreement.

#### **G. Default and Termination**

1. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WCRESA may notify the Supplier of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Deputy 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 again 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. Vendor as Independent Contractor**

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

**T. Non-Collusion Covenant**

Supplier hereby represents and agrees that it will not and has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. Supplier certifies that their 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. Miscellaneous Voice Services Specifications

A multi-year contract for each service is needed beginning July 1, 2020; or optionally, the Supplier must specify how early termination charges will be addressed.

### A. CENTREX VOICE SERVICE (or Comparable Equivalent)

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

#### Technical Requirements

- 215 Centrex lines (from client survey)
- Options for non-copper based equivalent service
- Basic features at no additional charge, listed below

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

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

#### Additional Requirements

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

### B. ISDN PRI CIRCUITS

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

#### Technical Requirements

- 33 circuits (from client survey)
- Uniform pricing throughout the LATA
- Unlimited local calling option as well as by call pricing

#### Additional Requirements

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

### **C. SIP Service**

A Voice-Over IP communication gateway solution supports inbound and outbound calling on an existing data network. This managed Voice-Over IP communication gateway solution should deploy a fully configured local router that transports voice as data traffic. It should work with both premises (PBX) and hosted IP Telephony applications.

Suppliers may wish to leverage existing current supplier's circuits or private connections installed in school district head end locations.

#### **Features & Options**

- 779 estimated circuits (from client survey)
- In-bound and out-bound calling
- On-net calling between VOIP-enabled U.S. sites
- Flexible calling and dialing plans
- Dynamic bandwidth sharing
- Prioritization of voice across access and network
- Virtual Telephone Numbers (VTNs)
- Voice-quality SLAs
- Full Local service
- Unlimited local calling option as well as by call pricing
- Long distance pricing options
- Cost for DID blocks
- Set up and Installation costs

#### **Technical Requirements**

- Specify PBX connection options – direct and/or PRI legacy replacement interface
- Service delivery over existing Internet connections
- Options for separate circuit

#### **Additional Requirements**

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

### **D. LONG DISTANCE SERVICE**

#### **Technical Requirements**

- Long distance and local long distance per minute pricing

#### **Additional Requirements**

- References from clients in the Metropolitan Detroit area

### **E. POTS (PLAIN OLD TELEPHONE SERVICE)**

#### **Technical Requirements**

- 578 estimated circuits (from client survey)
- Indicate suitability as replacement for Centrex service
- Provide alternative options
- Indicate whether solution is suitable for faxing

#### **Additional Requirements**

- References from clients in the Metropolitan Detroit area



**F. CELLULAR FAX SOLUTION**

- Specify call and data restrictions

**G. LENGTH OF CONTRACT**

Pricing for a **three (3)** year agreement with **two (2), one-year options to renew** (if mutually agreeable) is desired.

### III. ATTACHMENTS

Attachment #1	Signature Page
Attachment #2	Bid Pricing 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
Attachment #8	WCRESA Master Service Agreement (to be issued upon award)

## SIGNATURE PAGE

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

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

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

*\*-this list is a cost summary for each solution proposed in accordance with Schedule A below*

<b>Description</b>	<b>Bid Price</b>
<b>Centrex or equivalent</b>	
Cost per line per month	
Cost per local call	
Minimum number of circuits	
Installation costs	
Proposed contract length	
<b>ISDN PRI</b>	
ISDN PRI with unlimited local and long distance calling price per month	
ISDN PRI by call price per month	
Cost per call - local	
Cost per minute – long distance	
Cost per month per DID	
Minimum number of circuits	
Installation costs	
Proposed contract length	
<b>SIP Trunking</b>	
SIP Trunking – cost per trunk per month with unlimited local and long distance calling	
SIP Trunking – cost per trunk per month, basic service	
Cost per call/per minute	
Cost per month of DID or block price (specify block)	
SIP Trunking – set up Fees/Costs	
Cost per month for optional Internet circuit	
Minimum number of circuits	
Proposed contract length	
<b>Long Distance Service</b>	
Long Distance – cost per minute	
Minimum number of minutes	
Proposed contract length	
<b>POTS Service</b>	
POTS (Plain Old Telephone Service) price per line per month	
Cost per local call	
POTS (Plain Old Telephone Service) price per line per month – unlimited calling	
Installation cost/fees	
Proposed contract length	
<b>Cellular Fax Solution/POTS Replacement – product name</b>	

Provide additional documentation	
Cost per device	
Monthly service fee	
Additional monthly charges (specify)	
Contract terms	

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 bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

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

\*\*\*\*\*

**NOTARY:** State of

County of

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

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

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

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



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

## ASSURANCES AND CERTIFICATIONS

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

The prospective contractor certifies, by submission of this 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 WCRESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Date \_\_\_\_\_

Signature \_\_\_\_\_

### Wayne Regional Educational Service Agency Master Service Agreement

This Master Service Agreement (the “Agreement”) is entered into as of this first day of XXXX, 2018 (“Effective Date”) by and between Wayne Regional Educational Service Agency (“WCRESA”) located at 33500 Van Born Road, Wayne, Michigan 48184 and XXXXXXX (“Supplier”), located at XXXXXXX. Collectively, WCRESA and Supplier will be known as the “Parties” and individual as a “Party”.

WHEREAS, WCRESA wishes to engage Supplier to provide certain services as described in Section 2 of this Agreement (“Services”);

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

#### 1. Services

During the Term of this Agreement, WCRESA shall:

XXXXXXXXXX

WCRESA has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address

#### 2. Supplier Responsibilities

During the Term of this Agreement, Supplier agrees to timely furnish services, materials, information, resources and feedback as reasonably requested by WCRESA. Supplier’s failure to do so may affect the terms, including without limitation, the payments for Services. In particular, Supplier agrees to furnish:

XXXXXXXXXX

Supplier has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address

#### 3. Compensation

WCRESA’s fees for the Services during the Initial Term are:

XXXXXX

**4. Invoicing**

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to WCRESA all invoices related to this Agreement within ninety (90) days from the date that services are rendered. WCRESA is not obligated to pay any invoices submitted after this time frame.

**5. Payment Terms**

Payment will be made within thirty (30) days after WCRESA's receipt of an invoice from Supplier.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WCRESA must comply by insuring that the Supplier understands and can abide by the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to WCRESA; all references to grantee or recipient are understood to refer to Supplier

**6. 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.

**7. Term**

The term of this Agreement shall be XXXXXX, 2018 to XXXXXX, 2018 (the "Initial Term"). The Initial Term will be known as the "Term".

**8. Relationship of the Parties**

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

**9. Confidentiality**

- a. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.
- b. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word "Confidential" if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- c. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.

- d. The receiving Party (i) shall hold disclosing Party's Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.
- e. The receiving Party may disclose the disclosing Party's Confidential Information (i) as required by law, or (ii) to the receiving Party's partners, agents, employees and other authorized representatives (collectively, the "Representatives") who need to know such information in connection with the receiving Party's provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.
- f. The receiving Party may destroy the disclosing Party's Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

**10. Compliance with Laws**

Each Party agrees to comply with all applicable laws in the performance of this Agreement.

**11. Warranties and Warranty Disclaimer**

Supplier warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

**12. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WRESA'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

**13. 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.

#### **14. Insurance**

The Supplier must, at Supplier's expense, procure and maintain during the life of this contract insurance hereafter as listed below:

- a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of \$100,000 per occurrence/\$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
  - i. Contractual Liability;
  - ii. Products and Completed Operations;
  - iii. Per contract aggregate.
- c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1 million 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.
- e. 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.
- f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile 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 Wayne WCRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184."
- g. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to Wayne WCRESA at least ten (10) days prior to the expiration date.

#### **15. Default and Termination**

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

## **16. Miscellaneous**

- a. **Governing Law:** This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. **Notices:** All notices, requests and demands given to or made upon the Parties will be in writing and will be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

<b>To</b>	<b>Contact</b>
WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: XXXXXXXX
Copy to WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: XXXXXXXX

To	Contact
Supplier:	
Copy to Supplier:	

- c. Severability: If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.
- d. Waiver: No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.
- e. Counterparts: Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.
- f. Integration Clause: This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.
- g. Force Majeure: No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

**SUPPLIER: XXXXXX**

**WAYNE REGIONAL EDUCATIONAL  
SERVICE AGENCY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_