

KENT INTERMEDIATE SCHOOL DISTRICT

Revised Wide Area Network (WAN) Services and Internet Services Provider (ISP) Services Request for Proposal (RFP)

Release Date: March 20, 2017

This is a revised bid to the RFP:
<https://www.buy4michigan.com/bs0/external/bidDetail.sdo?bidId=175013B0009966>, originally
released on January 10, 2017.
Where applicable, changes from the original RFP have been highlighted in yellow.

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GENERAL TERMS AND CONDITIONS

1 GENERAL REQUIREMENTS

1.1 INTENT

The Kent ISD Consortium is “reposting” this new Form 470 (#170073231) for WAN Internet Access for its consortium members. The purpose of reposting is two-fold: The first correction is to add three (3) additional consortium members missing on the original Form 470 (#170059703). There are now a total of 21 consortium members represented by this procurement. The original 16 members associated with this EPC BEN and three additional consortium members not linked to the consortium in EPC: Kentwood Public Schools (#131579), Wyoming Public Schools (#131580) and Diocese of Grand Rapids (#131578). The second correction is to correct the Functions for the Category One Service Type being requested in the original we requested “Transport Only” and now we are requesting “Lit Fiber Services” in place of the “Transport Only”. The link to the original RFP is shown on the cover sheet; where applicable, changes from the original RFP have been highlighted in yellow.

It is the intent of the Kent Intermediate School District (“KISD”) to solicit proposals from qualified vendors for:

- i. “District to ISP Services” (referred to as **PLAN A**)
- ii. “District to ISD” WAN Services with centralized ISP services at the ISD (referred to as **PLAN B**)

The number of participating K-12 entities has not been determined; we are asking for proposals that address 19 K-12 entities (17 public including the ISD and 2 non-public locations; one of the non-public schools has two locations) located within Kent County. The ISD is soliciting proposals on behalf of the participating K-12 entities and each entity may enter into a separate agreement with the selected vendor(s). Throughout this document, reference to the ISD, Owner and Districts shall apply to the ISD and all participating districts.

Two different models or plans (**PLAN A** and **PLAN B**) are requested for the ISP and WAN bandwidth services. All proposed services must be eligible for Universal Service Fund (USF) discounts. Vendors may propose on **any or all** of the services being requested.

1.2 SCHEDULE OF EVENTS

EVENT	DATE
RFP Release Date	March 20, 2017
Optional Vendor’s Conference call	There is no conference call scheduled.
Question deadline	March 31, 5:00 PM local time
Deadline for Proposals & Public Proposal Opening	April 17, 2017 at 10:00 AM Local Time

1.3 OPTIONAL VENDOR’S CONFERENCE

An vendor’s conference call will NOT be held for this RFP.

1.4 DEADLINE FOR PROPOSALS

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

- (1) Printed signed original
- (1) Printed copy
- (1) **Unbound** copy
- **Thumb drive (USB drive) consisting of two files:**
 - a. Complete PDF Copy of Original (including signature pages, copies of all appendices)
 - b. Appendix A in Excel format

All proposals shall be delivered in a sealed package with the wording “**Kent ISD – REVISED WAN Services and ISP Service RFP Response**” clearly marked on the outside of the envelope/package. The wording “**ORIGINAL**” is to appear on the outside of the binder containing the original signed proposal. Proposals **may not** be delivered via facsimile or email.

Send To:

Glen Finkel
Kent Intermediate School District
Educational Service Center
2930 Knapp Street, NE
Grand Rapids, MI 49525

All proposals MUST be recorded on the proposal response sheets provided in Appendix A.

Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Proposer or any employee of the Proposer and any member of any of the respective Boards of Education or respective superintendents. Please see Appendix B1 for list of K12 entities in this RFP. The District shall not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Form must accompany your bid proposal (see **Appendix A**).

In accordance with the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012, all vendors must execute the “Iran Linked Business Affidavit” and include it in their proposals (see **Appendix A**). Said forms are included in the Bidder Response Forms. The District will not accept a proposal that does not include this sworn and notarized disclosure statement. The form, located in this package, must be included at time of proposal submission.

Each Proposer who intends to submit a Proposal in response to this RFP should communicate intent via email, to gina.mancinelli@plantemoran.com with the subject line “Your Vendor Name – KISD REVISED WAN & ISP Services - Intent to Respond”. Please refer to section 1.5 for the contact information to address specific questions related to this RFP.

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

1.5 RFP CLARIFICATIONS & ADDENDA

Requests for clarification shall be submitted in writing to:

Sri Chalasani
Plante & Moran, PLLC

27400 Northwestern Highway
Southfield, Michigan 48037
Fax: (248) 233 - 8945
Email: sri.chalasani@plantemoran.com
Subject: KISD **REVISED** WAN RFP (2017)

Plante Moran intends to communicate with Proposers via email, including with respect to RFP clarifications and addenda. Those Proposers who fail to properly provide an Intent to Respond are not precluded from bidding; however, they will be solely responsible for obtaining any such information in an alternative manner.

1.6 PROPOSAL FORMAT

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

1.6.1 Executive Summary

The executive summary should at a minimum include the following:

- a. Organizational Overview: A brief overview of the organization.
- b. Description of Technical Solution: A narrative description of technical solution, sufficient to demonstrate an understanding of RFP requirements, and optional alternative design recommendations, if any. Alternate designs may be provided only after responding the base bid requirements.
- c. Description of additional value added services offered with your solution.
- d. This letter is to be signed by an officer of the organization submitting the proposal.

1.6.2 Vendor Response Form

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

1.6.3 Implementation Schedule

It is the intent of the Owner for services to begin during the **Funding Year 2017** of the Universal Service Fund program. The services being advertised in this document are for the K-12 entity's next fiscal year of **July 1, 2017 through June 30, 2018**. Contracts must be awarded and signed in accordance with the Universal Service Fund deadline (contracts must be signed in accordance with USAC required timing and guidelines, to allow the District to comply with 471 file dates, these dates are still to be determined by USAC). Contracts will be signed contingent upon receiving an actual USF funding commitment with an option for the K-12 entity to accept services in the absence of receiving an actual funding commitment once the status of the funding commitments are announced. Vendors must be aware of the tight timeframes for contracts and have representatives identified who will be signing the contracts so fully signed, and executed contracts can be submitted with the Owner's USF application. Depending on the selected plan (Plan A or Plan B) each K-12 entity (public and non-public) may sign its own contact.

1.6.4 Team Resumes

Resumes and experience of key personnel assigned to this project, specifically the account manager, project manager and the systems/solutions engineer.

1.6.5 Additional Information

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

1.7 UNAUTHORIZED USE OF RFP

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

1.8 CONFIDENTIAL INFORMATION

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

1.9 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.10 RIGHT OF REFUSAL

The Owner reserves the right to reject any or all proposals, awarding the contract to other than the lowest cost proposal, and to waive irregularities and/or formalities. The Owner has the right to accept any proposal which, in its judgment, best serves the Owner's interest. The Owner reserves the right to split or abstract any or all proposals and award multiple contracts from the same proposal based on price, availability, and services when in its judgment best serves the Owner.

1.11 PROPOSAL PREPARATION COSTS

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

1.12 SYSTEM DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation.

1.13 PRICING ELIGIBILITY PERIOD

All vendor proposals are required to be offered for a term not less than **180** calendar days in duration. A proposal may not be modified, withdrawn or cancelled by vendor during the **180** day time period following the time and date designated for the receipt of proposals.

1.14 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Your proposal will also include all hardware and software costs associated with furnishing, erection, and placement of equipment. This will include perpetual operation and maintenance costs, replacement, and repair costs, costs associated with providing as-built drawings to the Owner, and all associated ancillary equipment costs. If you are the successful Contractor, your firm will bear all costs associated with the Contract for the duration of the Contract period. With this in mind, remember that all costs will be included as part of your proposal.

1.15 FEDERAL OR STATE SALES, EXCISE, OR USE TAXES

The Owner is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property. The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping, and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies that have jurisdiction. The Contractor shall give all notices, pay all fees, and comply with all laws, ordinances, rules, and regulations bearing on the work.

If any of the work of the Contractor is done contrary to such laws, ordinance rules, and regulations, without such notice, he shall bear all costs arising there from. The Contractor shall include all cost and taxes in its proposal, and make proper provisions for payment of all other State and Federal applicable taxes, fees, or other costs.

The Owner is NOT automatically exempt from State of Michigan Sales and Use Taxes. The Owner must pay these taxes when materials are to be incorporated into realty. Hence, for materials that are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Contractor. The Owner is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure

1.16 CONTRACT REQUIREMENTS

The Owner intends on using the agreement contained in **Appendix C** for this project. Please review this attached agreement and indicate whether you comply with the proposed Agreement. Include all exceptions in your proposal, if any.

The Owner considers this RFP legally binding and will require that this Request for Proposal and the resulting Vendor Proposal be included as addenda to any subsequent contracts between the Vendor(s) and the Owner. It should be understood by the Vendor(s) that this means that the Owner expects the Vendor(s) to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the Vendor Proposals. Lack of listing all exceptions will be considered acceptance of all of the specifications as presented in this RFP.

1.17 SCOPE OF AGREEMENT

The laws of the State of Michigan, Owner purchasing policies, and the legal advertisement for contractors and purchases, are made a part of any agreement entered into the same respect as

if specifically set forth in that agreement.

1.18 PRODUCT SUBSTITUTION

The Owner reserves the right to accept the Vendor's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

1.19 SURVIVAL CLAUSE

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

1.20 FORCE MAJEURE CLAUSE

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

1.20.1 Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

Please refer to **Appendix C** for further details.

1.20.2 120-Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

1.20.3 Right of Cancellation

Please refer to **Appendix C** for details.

1.21 INCORPORATION BY REFERENCE

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the

Vendor response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

1.22 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 Vendor by Owner should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

1.23 GENERAL INDEMNIFICATION

The Vendor agrees to indemnify and hold harmless and defend the Districts, their Boards and their Board members in their official and individual capacities, its successors, assignees, employees, Vendor and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of Vendor, its officers, directors, employees and agents, (ii) any breach of the terms of this Agreement by Vendor or (iii) any breach of any representation or warranty by Vendor under this Agreement. Owner agrees to notify Vendor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. Vendor shall have the sole right, but not the obligation, to control the defense of any such claim. In the event Vendor does not exercise such right of control within 10 days of the Owner's notice, Vendor waives that right of control. Owner agrees to provide reasonable assistance to Vendor, at Vendor's expense, in defense of same. In the event that Owner is required to pay monies, in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Owner's interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of any above-referenced indemnified act, Vendor agrees to fully reimburse for all monies expended in connection with these matters, including attorney fees and costs.

Please refer to **Appendix C** for additional details.

1.24 PATENTS, COPYRIGHTS, AND PROPRIETARY RIGHTS

The Vendor, at its own expense, shall completely and entirely defend the Owner from any claim or suit brought against the Owner arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Owner use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Owner will provide the Vendor with a written notice of any such claim or suit. The Owner will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Owner against this suit.

In the event that the Owner is required to pay monies, in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Owner's interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse for all monies expended in connection with these matters. The Owner retains the right to offset against any amounts owed Vendor any such monies expended by the Owner in defending itself against such claims.

Should a court order be issued against the Owner restricting the Owner's use of any product of a claim, and should the Vendor determine not to further appeal the claim issue, at the Owner's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Owner the rights to continue suing the contested product(s), or
- B. Provide substitute products to the Owner which are, in the Owner's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Owner all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

Please refer to **Appendix C** for additional details.

1.25 NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

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

1.26 SUBCONTRACTORS

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Owner for activities or duties to take place at the Owner site. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

1.27 EFFECT OF REGULATION

Should any local, state, or national regulatory authority having jurisdiction over the Owner enter a valid and enforceable order upon the Owner which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Owner of a material part of its Agreement with the Vendor. In the event this order results in depriving the Owner of materials or raising their costs beyond that defined in this Agreement, the Owner shall have the right to rescind all or part of this Agreement (if such a rescission is

practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Owner shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

Please refer to **Appendix C** for additional details.

1.28 PROJECT MANAGEMENT STAFF DESIGNATION

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

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

1.29 ASSIGNMENTS

The Owner and the Vendor each binds them, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

1.30 VENDOR AS INDEPENDENT VENDOR

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

1.31 SELECTION CRITERIA

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

The Vendors will be evaluated based on the following selection criteria:

1.31.1 Cost (30% weighting)

- a) One-Time Fees
- b) Rate Structure (if applicable)
- c) Total Expected Cost of Contracted Services

- d) Revenue Commitments (if applicable)

1.31.2 Compliance to Specifications (25% weighting)

- a) Technical Requirements
- b) Implementation Support
- c) Compliance to standards
- d) Proposal Requirements
 - 1. Submission deadline compliance
 - 2. Proposal format
 - 3. Project / Proposal summary
 - 4. Completeness of information supplied

1.31.3 Ease of Implementation & Use (25% weighting)

- a) Ability to deliver / turn on service(s) on-time
- b) Potential for Service Outage
- c) Potential for Service Disruption
- d) Potential for Billing Conversion/Directory Listing mistakes (if applicable)
- e) Need to involve third party vendor(s) to coordinate conversion
- f) Reporting and use measurement
- g) Total Capacity

1.31.4 Experience and Support (20% weighting)

- a) Quality of customer support technical and resolution of billing issues
- b) Availability of Support Personnel
 - 1. Local/National support structure
 - 2. Proven responsiveness
 - 3. Response time guarantees
- c) Operational Guarantees
 - 1. Overall system availability
 - 2. Real-time response time
- d) Vendor Organization
 - 1. Experience & History of Providing Requested Services
 - 2. Size
 - 3. Reputation
 - 4. Specialization
 - 5. Financial viability

1.32 INSURANCE

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

Commercial General Liability Insurance: The Vendor, at the Vendor's sole cost and expense, shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following features: (A) Contractual

Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

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

Additional Insured: The following shall be named Additional Insureds: For each participating district, the district, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

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

Notice of Cancellation or Change: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Owner representative, to be determined at time of contract execution.

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

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

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

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

1.33 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

The Owner has presented detailed technical specifications of the particular purpose for which the network and technology is intended. The Owner has provided detailed descriptions and criteria of how the system can be defined to accomplish particular purpose. The Owner has also defined the exact procedures and techniques to be employed in testing whether the system has

achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about the Owner's particular purpose, the Vendor at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the Owner is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this document.

1.34 FINAL ACCEPTANCE OF THE SYSTEM

The system proposed shall be defined to be finally accepted by Owner after the installation of the equipment, training, and successful completion of the following performance examinations: network traffic review, system hardware examination, performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The Owner or Owner's Representative shall be the sole judge of whether all conditions for final acceptance criteria have been met.

1.35 STANDARD FORMS AND CONTRACTS

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

1.36 NON-COLLUSION COVENANT

The Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. The Vendor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.37 ADVERTISEMENT

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

1.38 SPECIAL NOTES

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal.

The Owner reserves the right to accept the Vendor's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

1.39 UNIVERSAL SERVICE FUND

The Owner will apply for Universal Service Fund (USF) discounts. Vendors shall meet all requirements, complete all forms as required of vendors by the USF, and make all accommodations necessary for USF eligibility and funding. All services proposed as part of this specification **will be contingent** upon the Owner securing the USF discounts. All vendors must be USF aware and clearly identify eligible vs. ineligible components of each service proposed as defined per documentation available at the official USF web site: <http://www.usac.org/sl/>. Vendor may also call the universal service fund help line at (888) 203-8100.

1.40 CONTRACT TERM

See Section 2.3 for details.

1.41 CONTRACT TERMINATION

Portions of this project may be contingent upon the receipt of USF funds. The Owner reserves the right to terminate this contract within thirty (30) days written notice to the selected Vendor prior to the initiation of services.

1.42 CRIMINAL BACKGROUND SCREENING

All Contractor employees working on-site on this contract shall have a criminal background check and all affected employees shall be clear of any sexual and drug related convictions. All Contractor employees shall be free from any felony convictions. The Contractor shall provide a statement certifying that a criminal background check has been conducted and the records of the employees are clear of all sexual, drug-related and other felony convictions. Selected vendor must have background checks performed and results sent directly to the school district.

PROJECT REQUIREMENTS & SPECIFICATIONS

2 LEASED NETWORK SERVICES

2.1 OVERVIEW – TO BE PROPOSED

2.1.1 Environment

The Kent Intermediate School District (hereafter referred to as KISD or the Owner) will be seeking proposals for a network design that incorporates cost effective and e-Rate eligible telecommunication solutions for 17 (including the ISD) K-12 public school entities. The proposed solution must provide scalable bandwidth capacity and reliable throughput. In addition to the public schools, 2 non-public schools (with 3 locations total) may potentially participate in the network. The public and non-public K-12 are collectively referred to as K-12 school entities, unless specifically stated. The KISD and participating K-12 school entities may also be referred to as the WAN Consortium.

The goal is to provide high speed internet access services to all the participating K-12 entities. For the purpose of accomplishing this goal, two network designs or topologies are requested. The two network designs are referred to as **Plan A - “District to ISP Services”** and **Plan B - “District to ISD.”** The origination point for internet services for the WAN consortium is the key difference between PLAN A and PLAN B network designs. In both designs, the solution must provide scalable bandwidth capacity and reliable throughput.

Both public and non-public schools are potential partners for the **PLAN A** design. In **PLAN A**, as shown in **Appendices B2-B5**, internet traffic is routed from the participating K-12 entity directly to the internet services provider (ISP). ISP services will be delivered to/from the participating K-12 entity directly at their respective requested bandwidth subscription rates (200 Mbps, 50 Mbps, etc.). To facilitate resources sharing between interested K-12 entities (public schools only), a limited access private network may need to be created, and pricing provided in Plan B may be used to accommodate this need. It is envisioned that the majority of the K-12 entities will not require access to the private network.

Only the public schools are potential partners for the **PLAN B** design. In Plan B, as shown in **Appendices B6–B9**, all traffic from the participating K-12 entity is first routed to the ISD across the private WAN. Once at the ISD, the traffic is routed to the ISP over an aggregated ISP connection. At the District’s request, additional services may be added before being routed to the Internet. The reply traffic from the Internet will be routed to the ISD first before being rerouted back to the K-12 school entity. The WAN bandwidth from the ISD to private network and from the ISD to the ISP network will be a 'shared' resource that will be accessible by all network members. In this design, each participating K-12 entity (public school) and the ISD will have a private WAN and only the ISD will have an aggregated ISP connection. The aggregated ISP will be shared by all participating entities.

For both **PLAN A** and **PLAN B**, the minimum required ISP services and port bandwidth (private WAN and aggregated ISP services) to each participating K-12 entity, are identified in **Appendix B1**. For **PLAN A**, the entire bandwidth requested will be dedicated for ISP services unless noted otherwise. For **PLAN B**, the ISP Services for each participating K-12 school entity will ride on top of the provisioned bandwidth. For example, if a District has 160 Mbps port bandwidth provisioning requirement and a 150 Mbps of ISP services, 150 Mbps of the 160 Mbps will be used for ISP services and the remaining 10 Mbps may be used to access other participating K-12 entities connected to this private network.

The table below summarizes the services requested for **Plan A** and **Plan B** network designs.

Service	PLAN A	PLAN B
WAN Services	OPTIONAL – limited access private network (WAN) between ISD and the K12 entity	Required b/w from participating K-12 public school entities identified and the ISD, to create a private WAN
ISP Services (public & non-public schools – K-12 School Entity)	Direct connection from each individual participating K-12 school entity. ISP services will not be required from the ISD.	Required from ISD only; K-12 public school entity Internet traffic will be routed in / out of the ISD via an aggregated ISP connection.
Reference	Appendices B1, B2 – B5	Appendices B1, B6 – B9
Price forms	Appendices A9 and A10	Appendices A9 and A11

For both **PLAN A** and **PLAN B**, the requested services (WAN and ISP) will be created by using leased bandwidth services. This RFP document invites interested vendors to submit responses for consideration for the purchase of leased WAN bandwidth.

Potential public school and non-public school participants for both **PLAN A** and **PLAN B** are shown in **Appendix B1** and the connectivity requirements are defined in the attached topology drawings (**Appendices B2-B9**). Vendors shall note any concerns with the sizing of the services requested and provide pricing for any other components necessary for a complete solution.

It is to be noted that there are **no guarantees** on the number of K-12 school entities (public and or non-public) that may participate in this network. The RFP is strictly a vehicle to obtain pricing on behalf of the K-12 school entities and decision whether to participate in **PLAN A**, **PLAN B** or neither is solely that of a K-12 school entity. The submitted pricing for **PLAN A** and **PLAN B** solutions should not change depending on the number of K-12 entities that may decide to execute a contract.

While it is desired that the vendor provide solutions for all participating sites, the ISD is willing to accept and evaluate both partial and complete solutions. However, the ISD reserves the right to award solutions that are in the best interest of the ISD and participating entities.

2.2 INTERNET SERVICES PROVIDER (ISP) SERVICES TO BE PROPOSED

2.2.1 Environment

Currently a majority of the K-12 school entities have individual contracts with ISPs that provide Internet services, similar to what is described in **PLAN A**. In **PLAN B**, with the potential creation of high speed private WAN between the ISD and the participating entities (see **Section 2**), as a part of **Plan A**, the WAN consortium wishes to procure and provide aggregated ISP services that can be shared by the participating entities. The aggregated ISP service will be located at the ISD.

The purpose of this section of the document is to invite interested vendors to submit responses for consideration for the purchase of ISP services for **PLAN A** and **PLAN B** network designs. The potential participating K-12 entities and their bandwidth request for ISP / private WAN are identified in **Appendix B1**. The Vendors shall note any concerns with the sizing of the services requested and provide pricing for any other components necessary for a complete solution.

2.2.2 Required Minimum Lit Fiber Service

For **PLAN A**, the ISP requirement (minimum ISP bandwidth) from each participating K-12 entity (public and non-public) is identified in **Appendix B1** and each entity independently must have the ability to increase ISP bandwidth in **50** and/or **100 Mbps increments**. The required data rates are symmetrical and each participating public school connection will be a dedicated connection.

For **PLAN B**, the centralized / aggregated ISP requirement from the ISD is anticipated to be a **minimum of 9.3 Gbps** with the ability to increase bandwidth and services in **100 Mbps increments**, up to an estimated maximum bandwidth dictated by the need and demand; the Entity-Carrier and Entity-ISP network bandwidths must be scalable to accommodate the incremental needs of the individual entity network connection. The required data rates are **symmetrical** (e.g., **9,300** Mbps in and out). This ISP service will be treated as a shared resource for participating K-12 school entities connected to private WAN. The requested minimum bandwidth is to be considered as a baseline and the actual size of this connection may be resized depending on the number of participating K-12 school entities and their bandwidth requirements. To accommodate this need, it is important the provider proposes a solution that is scalable both in price and bandwidth.

For both **PLAN A** and **PLAN B**, the cost provided to increase the ISP bandwidth (50 Mbps, 100 Mbps) will be used to identify the final cost should the ISP bandwidth requirements need to be reduced.

All rates are to be inclusive of all charges with no additional penalties for changing data rates. Vendors will be responsible for their own connections to bring service to the facilities. Vendor is to include the cost of the connection to the inside of each participating facility.

Vendors wishing to inspect the buildings, termination location, and grounds to properly quote their service and installation fees should contact **Glen Finkel** at **(616) 364-1333** to schedule a site visit. Vendors are to include all costs, including those related to delivering the service to the building, in their proposal. Vendors will be responsible for restoration of any damage they cause to the facility or grounds while installing their service.

2.2.3 Bursting Requirements

If vendors propose a bursting solution on top of the required minimum capacities, vendors will need to adhere to the following: Bursting will most likely occur during the school day for the majority of the day and burstable performance must be permitted continuously during the school day. A school day is defined as Monday – Friday 7:00 AM to 5:00 PM. Vendors are to propose the solution they will use for measuring the bursting window, however, it must meet the following criteria:

- Result in no additional charges
- Allow sustained bursts up to the at the proposed maximum for the duration of the school day (7:00 AM to 5:00 PM)
- Maintain a minimum capacity of the base subscribed rates for **Plan A** and **Plan B**
- The provider shall notify the Owner when they have exceeded their limitations prior to applying constraints
- The Owner will not be responsible for applying any limitations; this will be the responsibility of vendor.
- Provide reporting of performance against the measurement criteria if measurement is being used

Methods that have been considered in the past are a byte-crediting method and an averaging method. If a byte-crediting method or averaging method is used, the credits need to accrue during the evening and on weekends. If an average is used it will accrue over an entire week.

Vendors should be aware that the Owner will base its budget on the vendor proposals and no additional funds will be available to pay for excessive bursting.

2.2.4 Reporting

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

2.2.5 IP Addressing

Some of the local K-12 school entities may not own their public IP addresses, if deemed necessary, the Vendor will provide sufficient public IP addresses or assist the Owner and the participating K-12 school entities in acquiring a block of IP addresses for their collective use. If requested, at a minimum a contiguous block of **32 public IP addresses** will be made available for each participating entity. It is the vendor's responsibility to provide clear and secure (whitelisted) IP address to each participating entity. The provided IP addresses will be tested for functionality prior to allocating them to the participating entity.

2.2.6 Domain Hosting Services

The service shall include primary and secondary domain name service (DNS) hosting for all participating members. The primary and secondary DNS servers must be on separate subnets.

The vendor will provide coordination services for the move of the domain from the existing provider at no additional cost.

2.2.7 Distributed Denial of Service (DDoS) Mitigation

The Distributed Denial of Service (DDoS) is a feature provided as a means for the entities and the ISD to mitigate a DDOS attack (an "Attack"). If the ISP's network (PLAN A and PLAN B) offers Distributed Denial of Service (DDoS) mitigation and are included as a part of the base bid cost, please clearly state as such. If DDoS mitigation is an add-on feature, please note as such and provide related pricing using Appendix A: Optional Services Price Response Form

When the service is activated, the Vendor will describe the nature of the mitigating services (for both Plan A and Plan B) provided to restore normalcy to the network.

2.2.8 Internet2

As an option, provide the cost for connectivity to the Internet2 IP Network. Propose connections in bandwidth quantities of 100 Mb and 200 Mb committed capacities. The Consortium prefers to have this connection delivered as additional capacity on the proposed Internet connection, however, it may be delivered as a separate connection. All the same criteria listed in this RFP for the Internet connection, applies to the Internet2 connection, except where specified differently in this section. This pricing must be provided independent of any other pricing for USF purposes. The Consortium may consider partnerships or affiliation with existing ISP entities that are coordinated through the ISP. Vendors may propose this type of shared with another entity as an option. The cost for this Internet2 services may be provided using the **Optional Services Price Response Form in Appendix A S**).

2.2.9 Filtering and Monitoring

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

2.2.10 Infrastructure

The proposed service will originate and terminate at the respective source (carrier network) and the destination site (Kent ISD). Any infrastructure construction that is required for the proposed solution/service will be included as a part of the proposal. If any infrastructure construction is required at any of the source/destination sites, the building entry will be aerial or underground as appropriate for each site. The service will be installed at the building telco demark. If necessary, it will be the responsibility of the Owner to extend the service to the Owner's network head end.

2.2.11 Customer Premise Equipment (CPE)

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

2.2.12 Proposal Cost

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

2.3 WAN SERVICES / BANDWIDTH

2.3.1 General Summary of Work

Primarily for **PLAN B**, a WAN (private network) between the ISD and participating K-12 public school entities will be created. The amount of bandwidth dedicated to this private network varies for each entity. The intent of the private network is to facilitate the sharing of resources that may be housed at the ISD or at participating school district. For **Plan B** the goal is to have a common ISP egress point at the ISD that can be used by the consortium. Though the private network would allow the sharing of resources between the participating districts (public schools), it is expected that the majority of the traffic would be between a participating district and the ISD. Examples of resources that may be hosted at the ISD may be spam filtering, content filtering, bandwidth management systems, email systems, etc. The base and optional connectivity requirements are defined in the tables and the topology drawings in **Appendix B**. A general summary of the work/service requested is described below. Please note that the ISD reserves the right to award private network between the ISD and participating K-12 public school entities independently from the common / aggregated ISP at the ISD. This is to allow the ISD to procure ISP services from other sources if deemed to be in the best interest of the consortium.

2.3.2 Network Connectivity

The vendor supplied WAN services will connect each of the buildings identified in **Appendix B1** to the private network. While it is desired that vendors provide bandwidth lease pricing for all of the requested entities listed in **Appendix B1**, vendors may propose lease pricing for any number of the building sites.

2.3.3 Network Bandwidth

The bandwidth between the ISD and the private network is anticipated to be a **minimum of 9.3 Gbps** with the ability to increase bandwidth in **100 Mbps increments**; the ISD-Entity and ISD-ISP network bandwidths must be scalable to accommodate the incremental needs of the consortium network. The WAN bandwidth to the ISD will be a common resource for all of the participating K-12 entities connected to access resources at the ISD. The actual size of this connection will be determined depending on the number of participating K-12 school entities and their bandwidth requirements. The cost provided to increase the WAN bandwidth (50 Mbps, 100 Mbps) will be used to identify the final cost should the bandwidth requirements need to be reduced.

The bandwidth between a participating district and the private network will vary depending on the needs of participating entity. Each district must have the ability to increase bandwidth in **50 or 100Mbps increments** up to the defined maximum. Similar to the WAN bandwidth to the ISD, the cost provided to increase the WAN bandwidth (50 Mbps, 100 Mbps) will be used to identify the final cost should the bandwidth requirements for the participating entity need to be reduced.

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

For **PLAN B**, the minimum WAN bandwidth requested from each location to the private network is shown in **Appendix B1**. A generic graphical representation of **PLAN B** network designs, their ISD and K-12 school entity handoffs, and potential traffic flows are shown in **Appendices B2 – B5 and Appendices B6 – B9** respectively.

2.3.4 Layer-2 Characteristics

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

2.3.5 Layer-3 Characteristics

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

2.3.6 Rate Limiting

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

2.3.7 Bandwidth Increases

The respondent will deliver a connection configured such that the owner (K-12 entity or the ISD) may independently increase their WAN and ISP bandwidth in increments of **50 or 100 Mbps** (depending on the K-12 entity). Please note that the cost provided to increase bandwidth may be used to reduce the cost of the solution if the requested amount of bandwidth is not required.

2.3.8 Filtering and Monitoring

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

2.3.9 Infrastructure

The proposed service will originate and terminate at the respective source and destination sites as determined by the Owner. Any infrastructure construction that is required for the proposed solution/service will be included as a part of the proposal. If any infrastructure construction is required at any of the source/destination sites, the building entry will be aerial or underground as appropriate for each site. The service will be installed at the building telco demarc. It will be the responsibility of the owner to extend the service to the K-12 school entity's network head end, if necessary.

2.3.10 Customer Premise Equipment (CPE)

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

response. The vendor is also required to state the type of interface that will be provided to connect to Owner's network.

2.3.11 Proposal Cost

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

2.3.12 Vendor Walkthrough

Vendors who are interested in conducting a building / site walk through are to contact Plante Moran at the contact information in Section 1.5. Plante Moran will provide appropriate contact list individually rather than post their names and telephone numbers on a web site. ISD will notify appropriate K-12 school entity personnel that they may be contacted by vendors regarding this project.

2.4 CONTRACTUAL CONDITIONS

It is possible that only a portion of the K-12 school entities identified in **Appendix B1** may participate as each entity may have an existing agreement in place for leased bandwidth and ISP services with varying contract terms (bandwidth and termination dates). The exact number of participating K-12 school entities will be determined after proposals are received and thoroughly analyzed. Vendors shall provide pricing such that non-participation by one or more locals shall not impact the pricing for other K-12 school entities. **Vendors should not assume a minimum number of K-12 school entities participants.**

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

2.4.1 Term

3-years commitment, 2-years commitment and 1-year commitment term pricing for both **PLAN A** and **PLAN B** is requested. The base contract will be for a term of **3-Year (36 months)** but pricing for **2-year** and **1-year** is also requested to give K-12 entities the option to either enter into a shorter term contract or join the network at a later date upon the expiration of their existing WAN/ISP contract. It is understood that the pricing for a 3-year commitment may be incentivized with higher discount structure compared to the 2-year or 1-year commitment.

As mentioned in earlier, some K-12 school entities may have existing ISP and /or WAN contracts that terminate after **June 30, 2017**. Upon the expiry of their existing contracts, K-12 school entities may choose to join this network. Irrespective of when a K-12 school entity joins the network, all contracts for this project will be co-terminus at the end of the third year. The table below helps illustrate when a school entity can join the network (Plan A or Plan B), term of the contract, and cost they may be subject to:

Current Contract Expiration	Network Join Date	Max. Term of Contact & Expiration	Est. Costs
June 30, 2017	July 1, 2017	3-Year; June 30, 2020	1-year with option to renew for one or two additional years in one year increments at the same rate
June 30, 2018	July 1, 2018	2-Year; June 30, 2020	1-year with option to renew for one additional year at the same rate
June 30, 2019	July 1, 2019	1-Year; June 30, 2020	1-year contract only

The carrier contract should allow K-12 school entities to join the private network at any point of the term and will be co-terminus with the rest of the contracts.

It is anticipated that services will not begin until **July 1, 2017** or thereafter. The start date for services is driven by E-Rate requirements (cannot begin earlier than **July 1, 2017**) and the existing agreement that each K-12 school entity has for WAN only (**PLAN A**) or WAN and ISP (**PLAN B**) connectivity.

2.4.2 Parties

The successful vendor will be required to enter into individual agreements with each participating local K-12 school entity and the ISD in order to facilitate the erate filing process. The 470 form has already been filed by the ISD as a consortium listing the various K-12 school entities on this form. Each K-12 school entity may choose to file a 471 individually or the ISD may file for a 471 on their behalf. Thus, the services provider may have a single contract with the ISD or may have individual contact with each participating K-12 school entity.

2.4.3 Existing Agreements

Each local K-12 school entity has an existing Agreement for ISP services and may have an existing Agreement for WAN connectivity. **Appendix B1** lists the current provider and end date for each K-12 school entity Agreement. If a local K-12 school entity has an existing agreement with you (the services provider) that terminates **after July 1, 2017**, vendors shall include a waiver of early cancellation costs, where possible, so that the local K-12 school entity may have the option of participating in the proposed new service on **July 1, 2017**, rather than wait until the existing agreement ends.

2.4.4 Start of Services

The start date for services is driven by E-Rate requirements and cannot begin earlier than **July 1, 2017**. The District may not enter into a contract with the awarded vendor until this date. The vendor may however at their own choosing prepare the environment (network) to deliver services immediately after **July 1, 2017**. The services provider will **guarantee** that the requested service will be implemented no later than **August 15, 2017**. If services are not available by this date, **the District will reserve the right to cancel the contract with no notice and without any penalties**. Additionally, the Vendor will reimburse the participating entity all network / internet services related costs incurred by the entity to maintain network / internet services beyond the stated deadline for completion of the implementation.

2.4.5 Renewal

The renewal decision will be solely that of the individual K-12 school entity with no constraints beyond informing the Vendor 30 days in advance. Base proposal pricing should reflect that term. Monthly pricing for the requested bandwidth services is also requested.

2.4.6 Cancellation

The ISD and each entity has the right to terminate the Agreement by **May 1, 2017** without cause and without incurring any costs or fees.

2.4.7 Minimum Annual Revenue Commitments (MARC)

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

2.4.8 Cost of Service

For each participating entity, the vendor will clearly identify all non-recurring and monthly recurring costs. **The cost for each participating entity will be clearly stated on the signature page of the District's contract.**

2.5 SERVICE LEVEL GUARANTEES

2.5.1 Performance Metrics

The Vendor should specify the estimated round trip delays / latency between any source – destination site. The proposed network must be able to deliver delay / latency sensitive applications such as Voice over IP (VoIP), AS/400 sessions, video streaming applications etc. The maximum round trip delays / latency between any source – destination site be no greater to **50 milliseconds** (ms). The acceptable tolerance range for jitter on the WAN will be no greater than **25ms** and the packet loss will be less than **0.5%**. The measurement of these metrics will be between the CPEs at the source and destination sites.

2.5.2 Availability and Reliability

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

2.5.3 Remedies

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

2.5.4 Network Operations Center (NOC) Schedule

Vendor must include a statement that the Network Operations Center (NOC) provides 7x24 coverage of the end-to-end network including monitoring of the Customer Premise Equipment (CPE).

2.5.5 Service and Maintenance

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

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

For both **Plan A** and **Plan B**, the vendor must complete and submit the forms **Performance Metrics and Customer Premise Equipment** from Appendix A (WAN Bandwidth Services section).

2.6 SYSTEM PRICING

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

These forms are available for download from the web site <http://www.buy4michigan.com>. It is mandatory that the vendors use these pre-formatted spreadsheets when submitting the requested equipment/services. All columns on the price response forms must be filled out appropriately. Failure to use the required spreadsheets and completion of all required information could be grounds for rejection of the proposal.

After providing the necessary response to the requested product(s), the vendor may provide pricing for other "Optional Services" that can enhance the capabilities of the requested services or provide alternate services. The costs for these optional equipment / services must be shown using the form **Appendix A13: Optional Services Price Response Form** (WAN Bandwidth section). The costs for the optional services should NOT be added to the base proposal cost. The purchase of these optional services will be at the sole discretionary of the Owner.

2.7 CONTRACTUAL CONDITIONS

2.7.1 Term

Please see Section 2.3.1

2.7.2 Parties

The successful vendor will be required to enter into individual Agreements with each participating local K-12 school entity and the ISD in order to facilitate the erate filing process.

2.7.3 Existing Agreements

See section 2.4.3

2.7.4 Renewal

The renewal decision will be solely that of the individual K-12 school entities with no constraints beyond informing the Vendor 30 days in advance. Base proposal pricing should reflect that term. Monthly pricing for the requested bandwidth services is also requested.

2.7.5 Cancellation

The ISD and each individual K-12 school entity have the right to terminate the Agreement by **May 1, 2017** without incurring any costs or fees.

2.7.6 Minimum Annual Revenue Commitments (MARC)

If the vendor requires a Minimum Annual Revenue Commitment (MARC) from the Owner, the total annual dollar amount must be clearly stated. The vendor should clearly state the types of services that would be included for the MARC (e.g. voice, data, mobile, Internet, professional services). If the Owner has existing services with the vendor, the vendor shall state whether the existing services will be included in the MARC.

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

2.8 INSTALLATION ASSURANCES

The vendor will describe the following:

- Describe the implementation team and their roles in ensuring a successful cutover
- Describe the resources that will be available at cutover weekend to address unforeseen problems
- Describe any anticipated disruptions in service during the cutover period
- Responsibilities required of the Owner to help ensure a successful cutover?

2.9 OTHER COSTS

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

APPENDICES

Provided separately:

- Appendix A – Response Forms**
- Appendix B – District Information**
- Appendix C – Sample Contract**

Kent ISD - Revised WAN and ISP Services RFP

**This is a REVISION / Rebid RFP to
<https://www.buy4michigan.com/bsa/external/bidDetail.sdo?bidId=175013>
B0009966**

Appendix B

1	Appendix B1: District Information and Requirements (For PLAN A and PLAN B)
2	Appendix B2: PLAN-A Proposed Network & Services
3	Appendix B3: PLAN-A ISD Network
4	Appendix B4: PLAN-A District–ISD–ISP Traffic Flow
5	Appendix B5: PLAN-A Building Handoff
6	Appendix B6: PLAN-B Proposed Network & Services
7	Appendix B7: PLAN-B ISD Network
8	Appendix B8: PLAN-B K-12 School–ISD–ISP Traffic Flow
9	Appendix B9: PLAN-B Building Handoff

Kent ISD - Revised WAN and ISP Services RFP

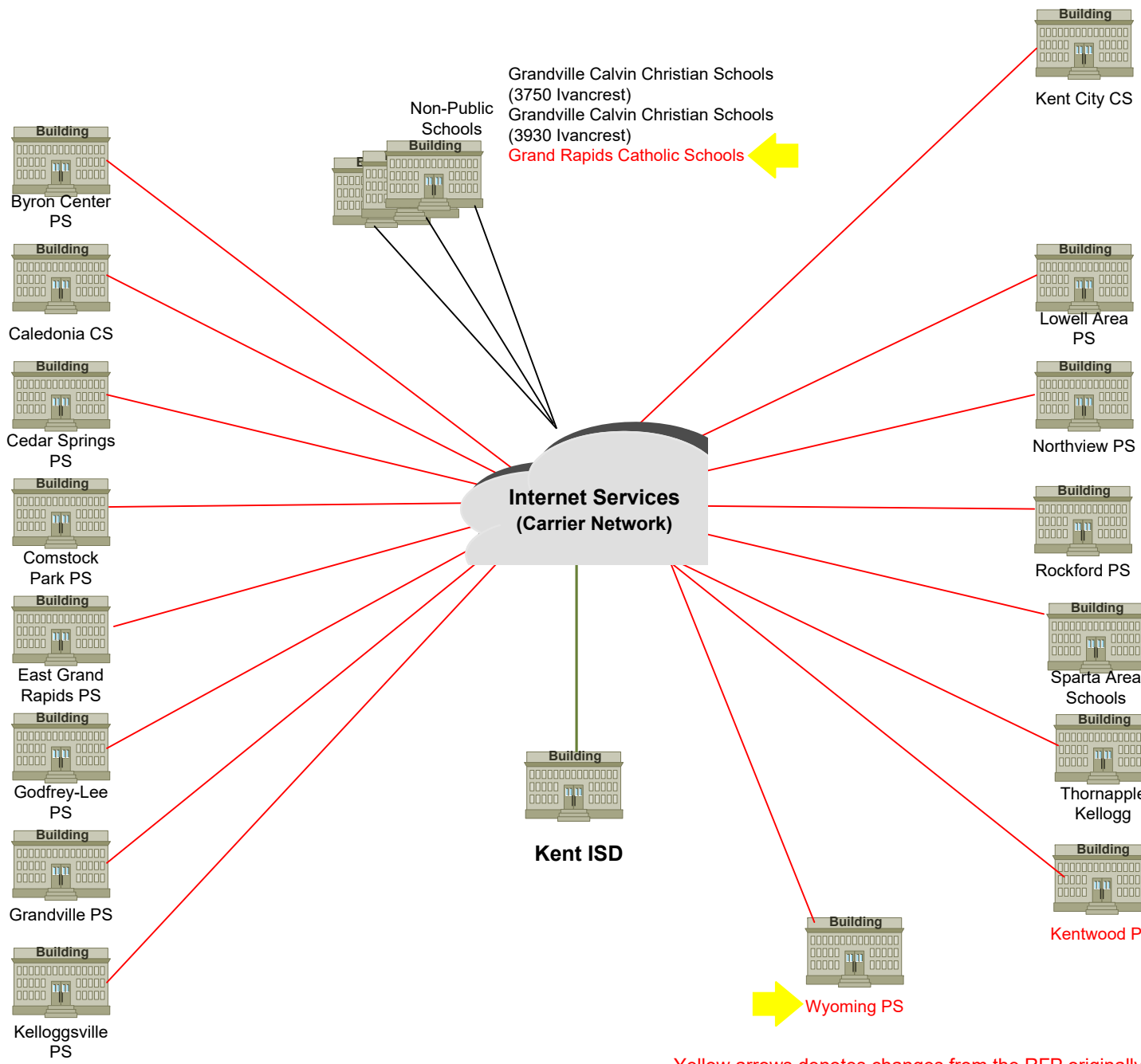
Appendix B1: District Information and Requirements
(For PLAN A and PLAN B)

Yellow highlighted cell denotes changes from the RFP originally issued on January 10, 2017. This is a REVISION / Rebid RFP to <https://www.buy4michigan.com/bso/external/bidDetail.sdo?bidId=175013B0009966>

Public Schools / Demarc Address / Demarc NPA-NXX				Current ISP/WAN Information					PLAN A- Min. Req. (Mbps)	PLAN-B Min. Req. (Mbps) (for 2017-18)			Comment / Changes from original RFP
#	Public School District	Building Address	NPA-NXX-XXXX	Primary / Secondary ^(a)	Current Provider	Port Access B/W (Mbps)	ISP Capacity (Mbps)	Contract Termination Date	Direct to ISP (for 2017-18)	Total Port B/W to Pvt N/W	Destination	Total ISP Services	
1	Kent ISD	2930 Knapp Street NE Grand Rapids, MI 49525	616-364-XXXX	N/A	N/A	N/A	N/A	N/A	0	9,300	ISP Services Provider	9,300	PLAN B only - Change in total Port and ISP B/W
2	Byron Center Public Schools	8542 Byron Center Ave SW, Byron Center, MI 49315	616-878-XXXX	Primary	AT&T	1,000	1,000	June 30, 2019	1,000	1,000	Kent ISD	via ISD	No Change
3	Caledonia Community Schools	9753 Duncan Lake Ave SE Caledonia, MI, 49316	616-891-XXXX	Primary	Charter	1,000	300	July 1, 2019	600	600	Kent ISD	via ISD	No Change
				Secondary	Comcast	1,000	300	N/A					No Change
4	Cedar Springs Public Schools	204 E Muskegon St. Cedar Springs, MI 49319	616-696-XXXX	Primary	Charter	100	100	June 30, 2017	250	250	Kent ISD	via ISD	No Change
5	Comstock Park Public Schools	150 Six Mile Road NE Comstock Park, MI 49321	616-254-XXXX	Primary	AT&T	500	150	June 30, 2017	300	300	Kent ISD	via ISD	No Change
6	East Grand Rapids Public Schools	2425 Lake Dr. SE, East Grand Rapids, MI 49506	616-235-XXXX	Primary	AT&T	1,000	300	May 1, 2019	300	300	Kent ISD	via ISD	Changed from 600 to 300 port Plan B port B/W
7	Godfrey-Lee Public Schools	1335 Lee Street SW Wyoming, MI 49509	616-245-XXXX	Primary	AT&T	1,000	500	June 30, 2017	1,000	1,000	Kent ISD	via ISD	No Change
8	Grandville Public Schools	3839 Prairie St SW, Grandville, MI 49418	616-254-XXXX	Primary	Trivalent	1,000	500	July 1, 2017	500	500	Kent ISD	via ISD	No Change
9	Kelloggsville Public Schools	23 Jean St SW, Wyoming, MI 49548	616-532-XXXX	Primary	Comcast	1,000	500	June 30, 2018	500	500	Kent ISD	via ISD	No Change
10	Kent City Community Schools	200 N Clover St, Kent City, MI 49330	616-678-XXXX	Primary	AT&T	500	150	June 30, 2016	200	200	Kent ISD	via ISD	No Change
11	Lowell Area Schools	750 Foreman Rd. Lowell, MI 49331	616-987-XXXX	Primary	AT&T	200	200	July 12, 2017	300	300	Kent ISD	via ISD	No Change
12	Northview Public Schools	4400 Ambrose Ave NE, Grand Rapids, MI 49525	616-363-XXXX	Primary	AT&T	1,000	400	June 30, 2017	400	400	Kent ISD	via ISD	No Change
13	Rockford Public Schools	4500 Kroes St NE, Rockford, MI 49341	616-863-XXXX	Primary	Everstream	1,000	1000	April 1, 2018	2,000	2000	Kent ISD	via ISD	No Change
14	Sparta Area Schools	475 W. Spartan Dr., Sparta, MI 49345	616-887-XXXX	Primary	AT&T	500	150	June 30, 2017	300	300	Kent ISD	via ISD	No Change
15	Thornapple Kellogg Schools	3885 Bender Rd, Middleville, MI 49333	269-795-XXXX	Primary	Charter	1,000	200	June 30, 2017	250	250	Kent ISD	via ISD	No Change
16	Kentwood PS	6170 Valleylane Dr SE Kentwood, MI	616-871-XXXX	Primary	AT&T	500	500	June 30, 2017	700	700	Kent ISD	via ISD	Added to the network; Plan A and B.
17	Wyoming PS	3575 Gladiola SW, Wyoming, MI 49509	616-871-XXXX	Primary	Trivalent	1,000	500	6/1/2018	700	700	Kent ISD	via ISD	Added to the network; Plan A and Plan B.

(a) For Districts that have Primary and Secondary ISP, this RFP is to replace the Primary ISP only

Non-Public Schools / Demarc Address / Demarc NPA-NXX				Current ISP/WAN Information					PLAN A- Min. Req. (Mbps)	PLAN-B Min. Req. (Mbps)			Comment / Changes from original RFP
#	Non-Public School District	Building Address	NPA-NXX-XXXX	Primary / Secondary	Current Provider	Access B/W (Mbps)	Capacity (Mbps)	Contract Termination Date	Direct to ISP	B/W to Pvt N/W	Destination	Total ISP Services	
1	Grandville Calvin Christian Schools (3750 Ivancrest)	3750 Ivanrest Ave SW Grandville, MI 49418	616-538-XXXX	Primary	Trivalent	100	90	June 30, 2017	100	Not Req'd	Not Req'd	Not Req'd	
2	Grandville Calvin Christian Schools (3930 Ivancrest)	3934 Wilson Ave Southwest, Grandville, MI 49418	616-538-XXXX	Primary	Comcast	50	50	June 30, 2016	50	Not Req'd	Not Req'd	Not Req'd	
3	Grand Rapids Catholic Schools (Diocese of Grand Rapids)	360 Division Ave S, Grand Rapids, MI 49503	616-246-XXXX	Primary	Trivalent	500	300	May 5, 2017	500	Not Req'd	Not Req'd	Not Req'd	Added to the network; Plan A only.



Non-Pub to Provider 50 – 100 Mb

District-to-Provider (ISP)
200-2,000 Mbps ISP

PLAN A Public & Non-Public Schools:
ISP Services from the district will be routed directly from the District.

Optional: A limited bandwidth network from the District to the ISD may be required; this may be implemented by a limited number of Districts

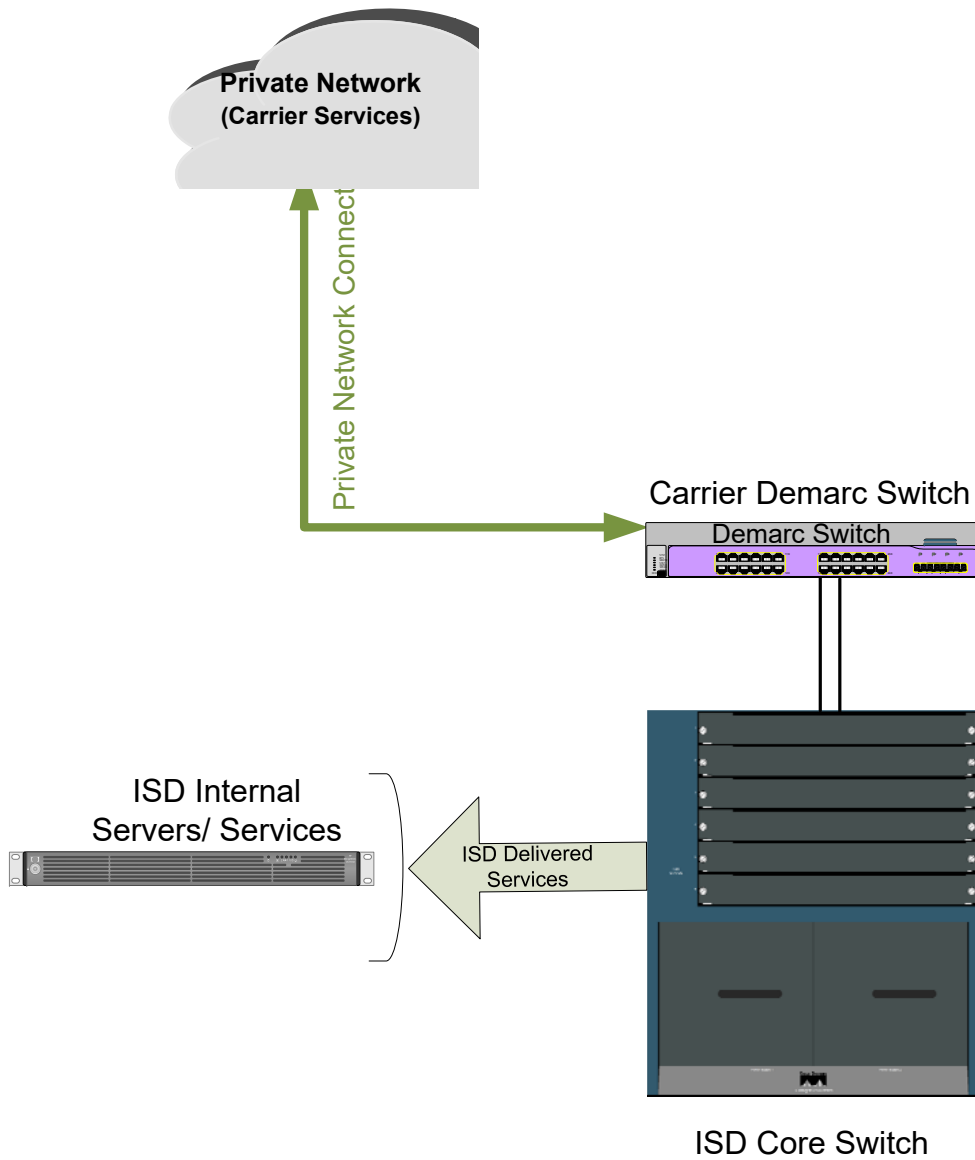
Note: K-12 School Entities shown are **potential** participants only

Yellow arrows denotes changes from the RFP originally issued on January 10, 2017. This is a REVISION / Rebid RFP to <https://www.buy4michigan.com/bso/external/bidDetail.sdo?bidId=175013B0009966>


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	Drawing Is Not To Scale	Revised: 03/22/17 3:22

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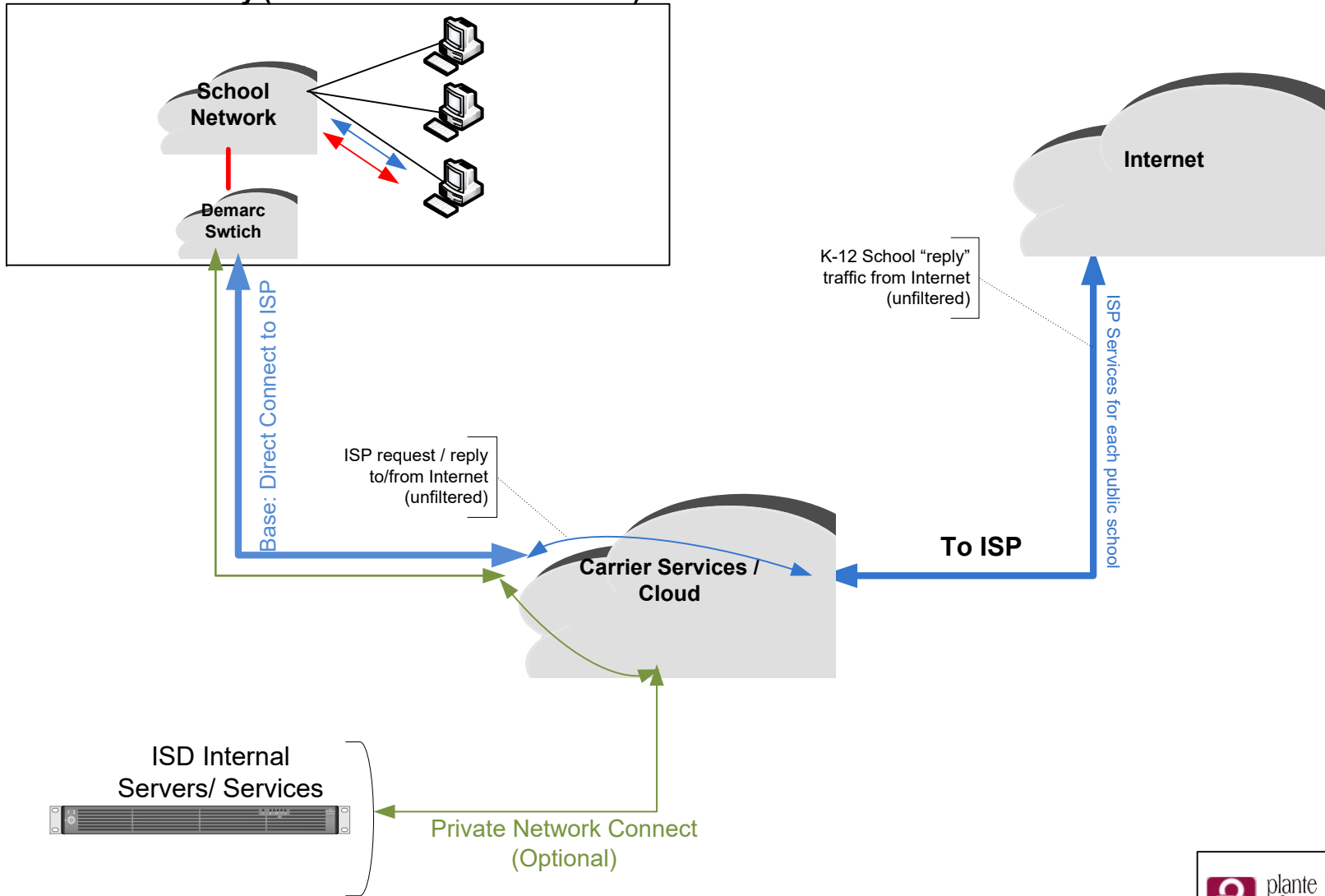
Appendix B2: PLAN A - Proposed Network & Services




Appendix B3: PLAN A - ISD Network

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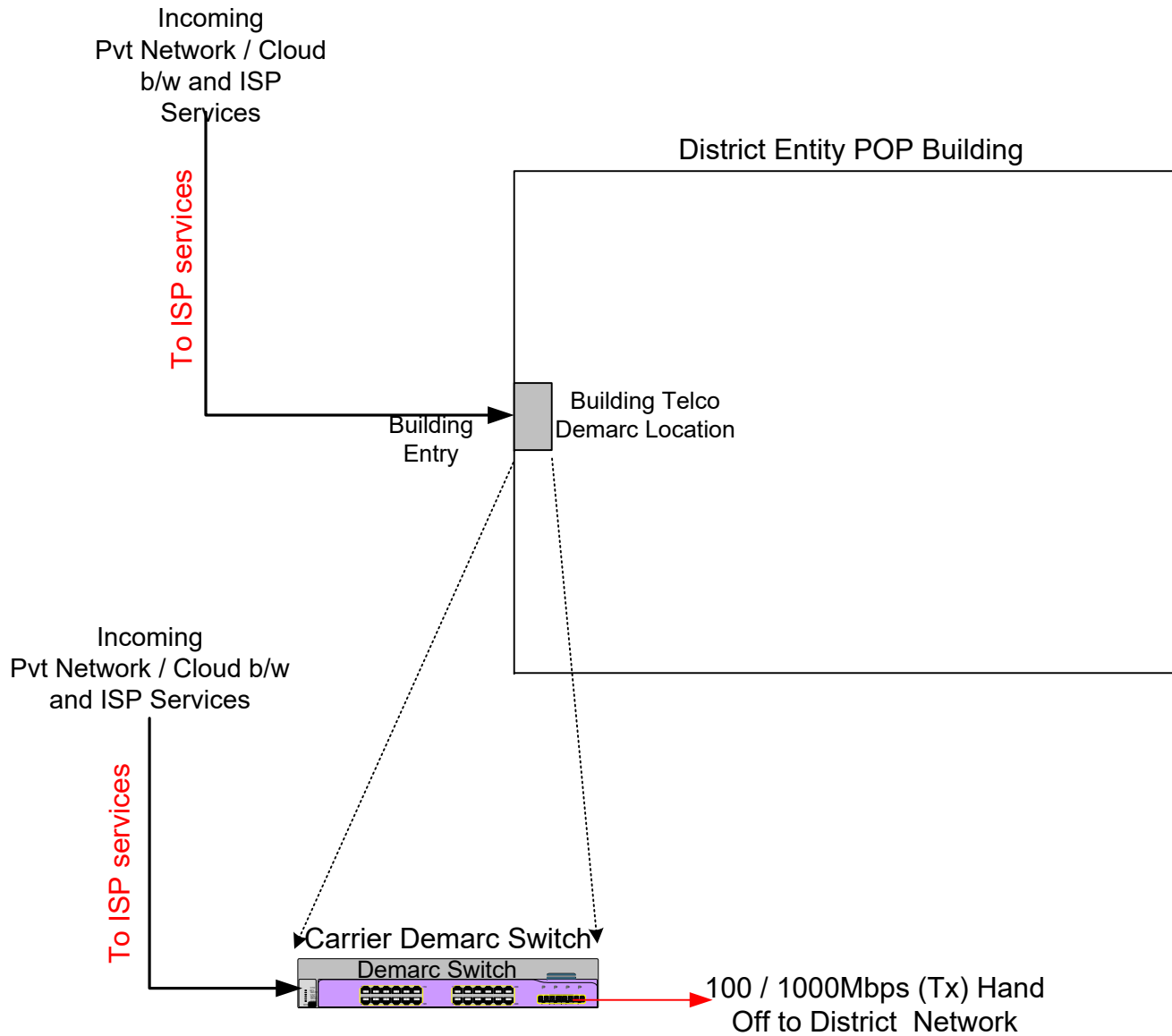
K-12 School Entity (Public & Non-Public Schools)



Appendix B4: PLAN A - K-12 School-ISP Traffic Flow


	Created by Plante & Moran 03/22/17 Page 3 of 8 Drawn by:	Leased WAN Services & ISP Services B4 - Plan A - Traffic Flow
	Drawing Is Not To Scale	Revised: 03/22/17 3:22

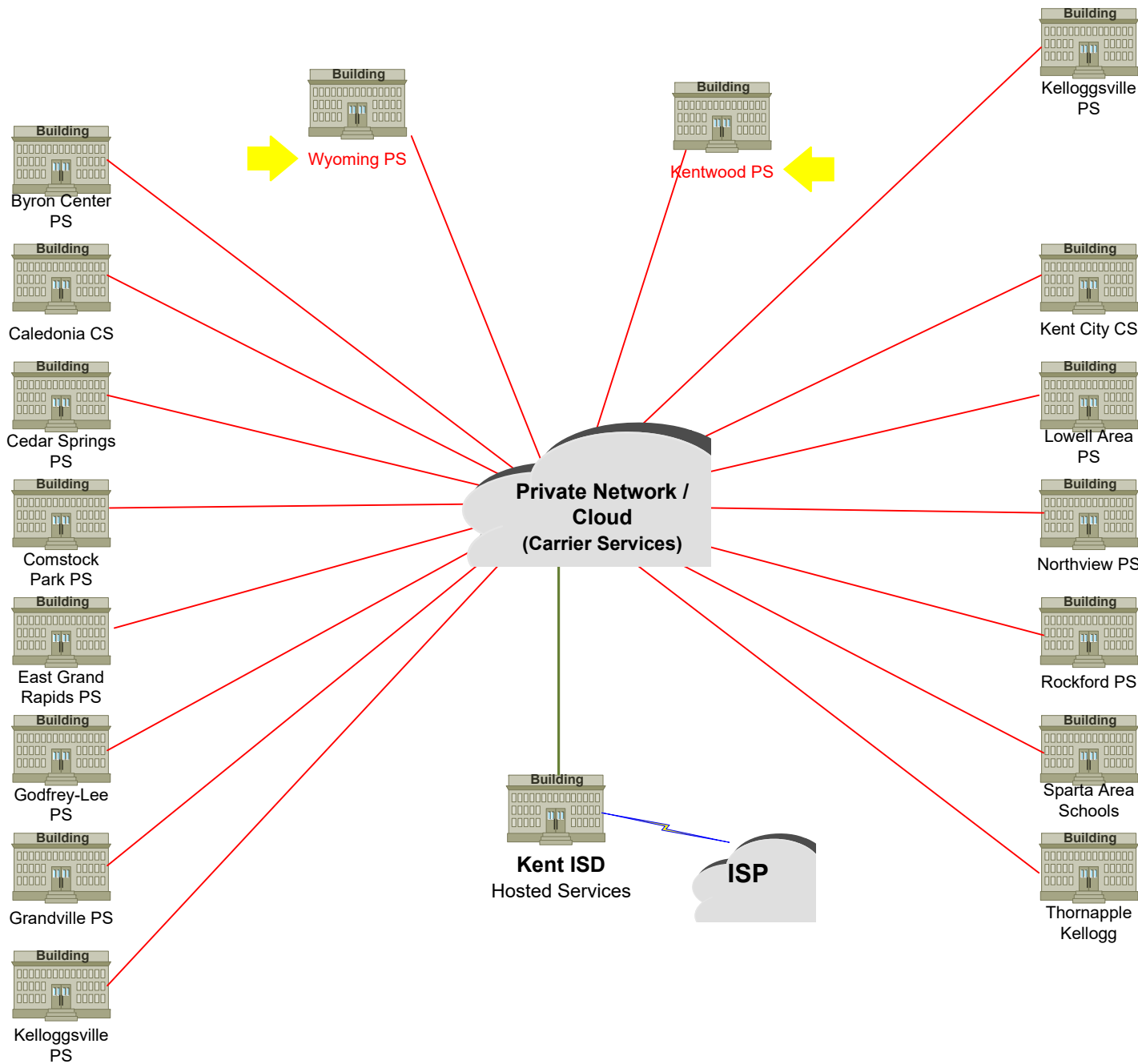
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Owner will be responsible for extending the 100 / 1000 Mbps handoff at the demarc to the POP bldg MDF

Appendix B5: PLAN A - Building Handoff

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District-Private Network
 100-1,500 Mbps b/w only

ISD – Private Network
 10,800 Mbps b/w only

Consortium Internet Traffic (10,800 Mbps)

See Appendix B1 for Bandwidth Req. Details.

Plan A: Each K-12 School Entity may receive BANDWIDTH ONLY from the carrier service to the private network. ISP services will be provided from the ISD. This is a consortium model where the ISP services from the ISD is a 'shared' resource that all private network members will have access to.

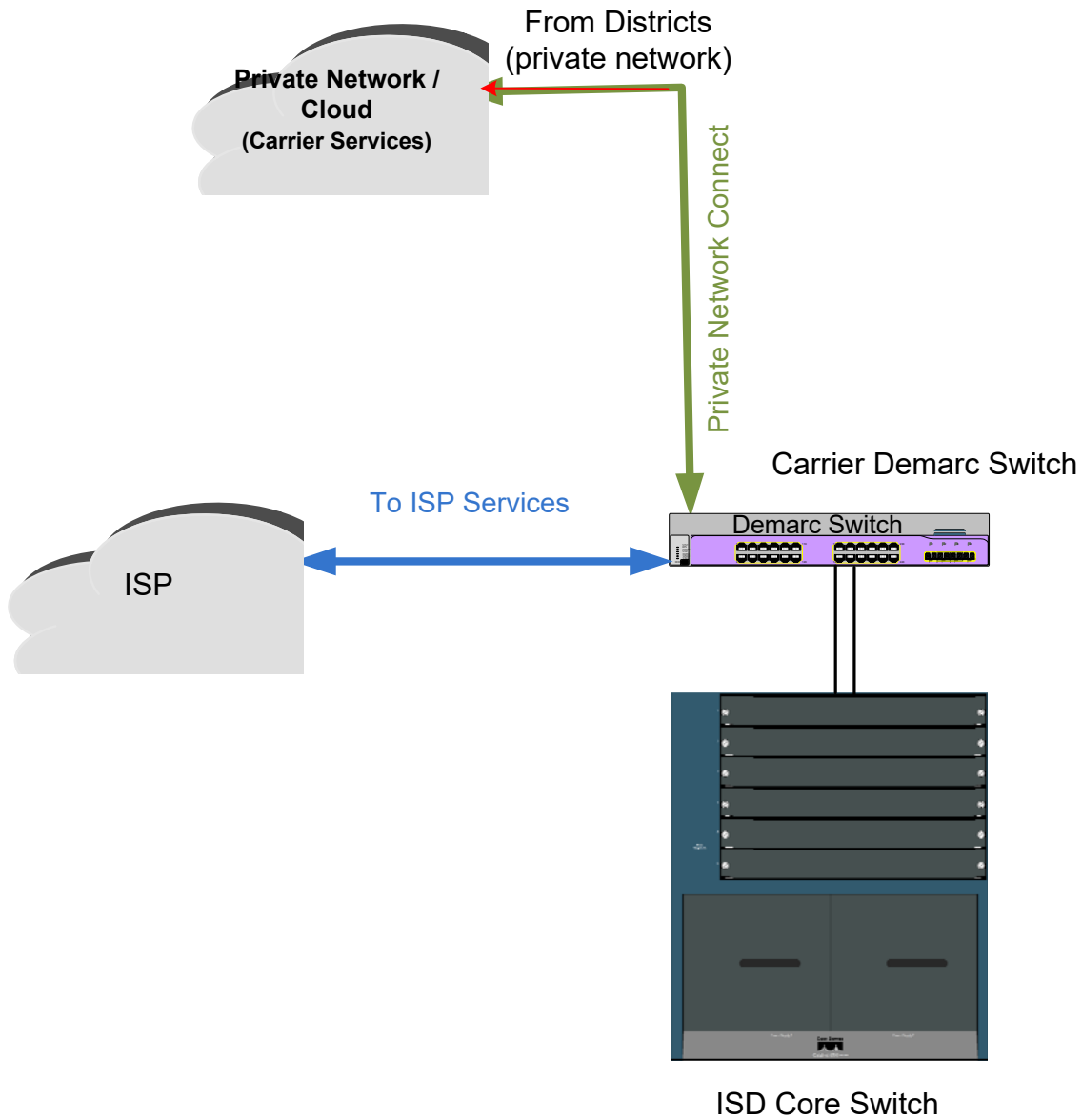
Note: K-12 School Entities shown are **potential** participants only

Appendix B6: PLAN B - Proposed Network & Services


Yellow arrows denotes changes from the RFP originally issued on January 10, 2017. This is a REVISION / Rebid RFP to <https://www.buy4michigan.com/bs0/external/bidDetail.sdo?bidId=175013B0009966>

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	Drawing Is Not To Scale	Revised: 03/22/17 3:22

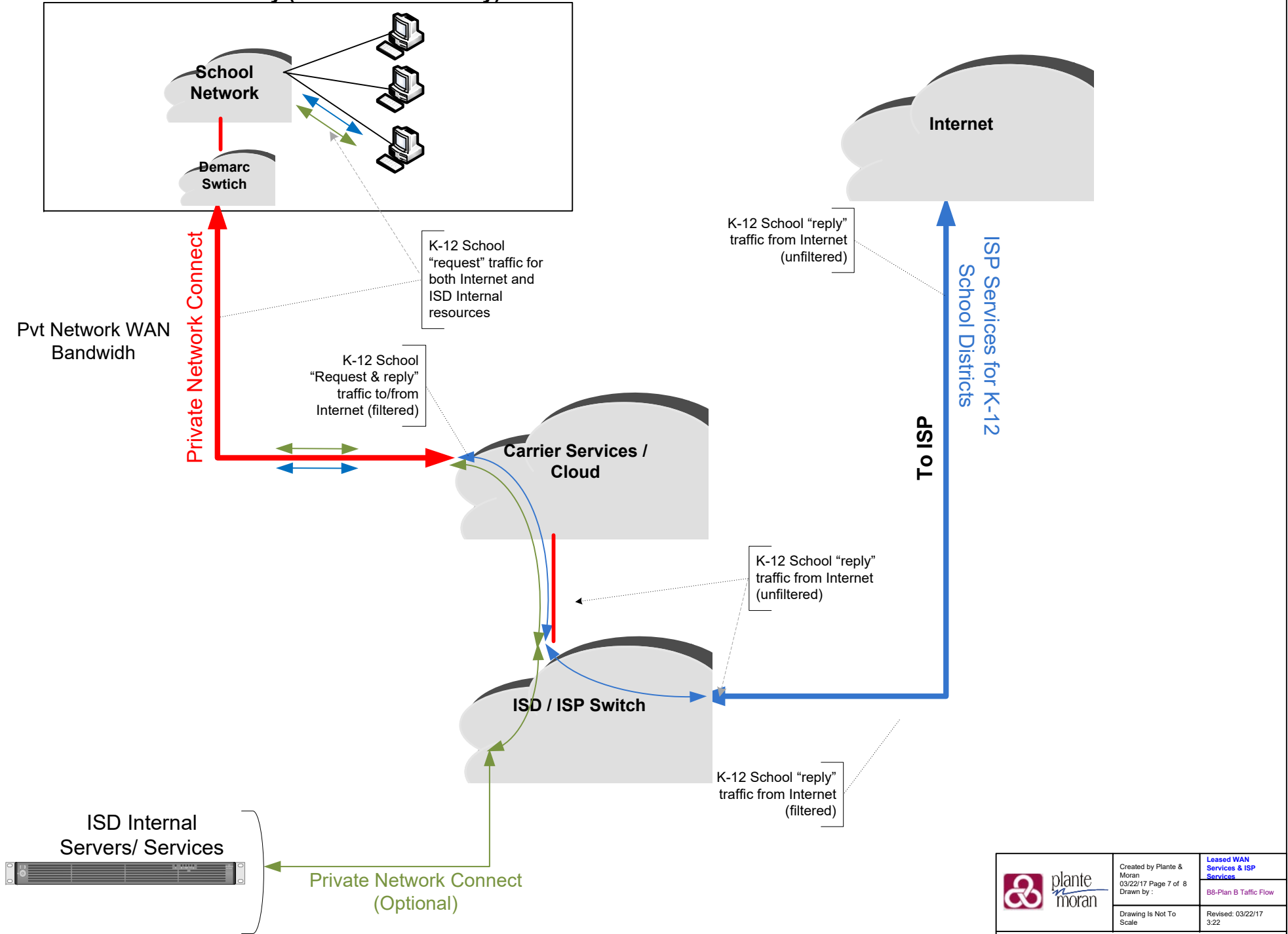
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Appendix B7: PLAN B - ISD Network

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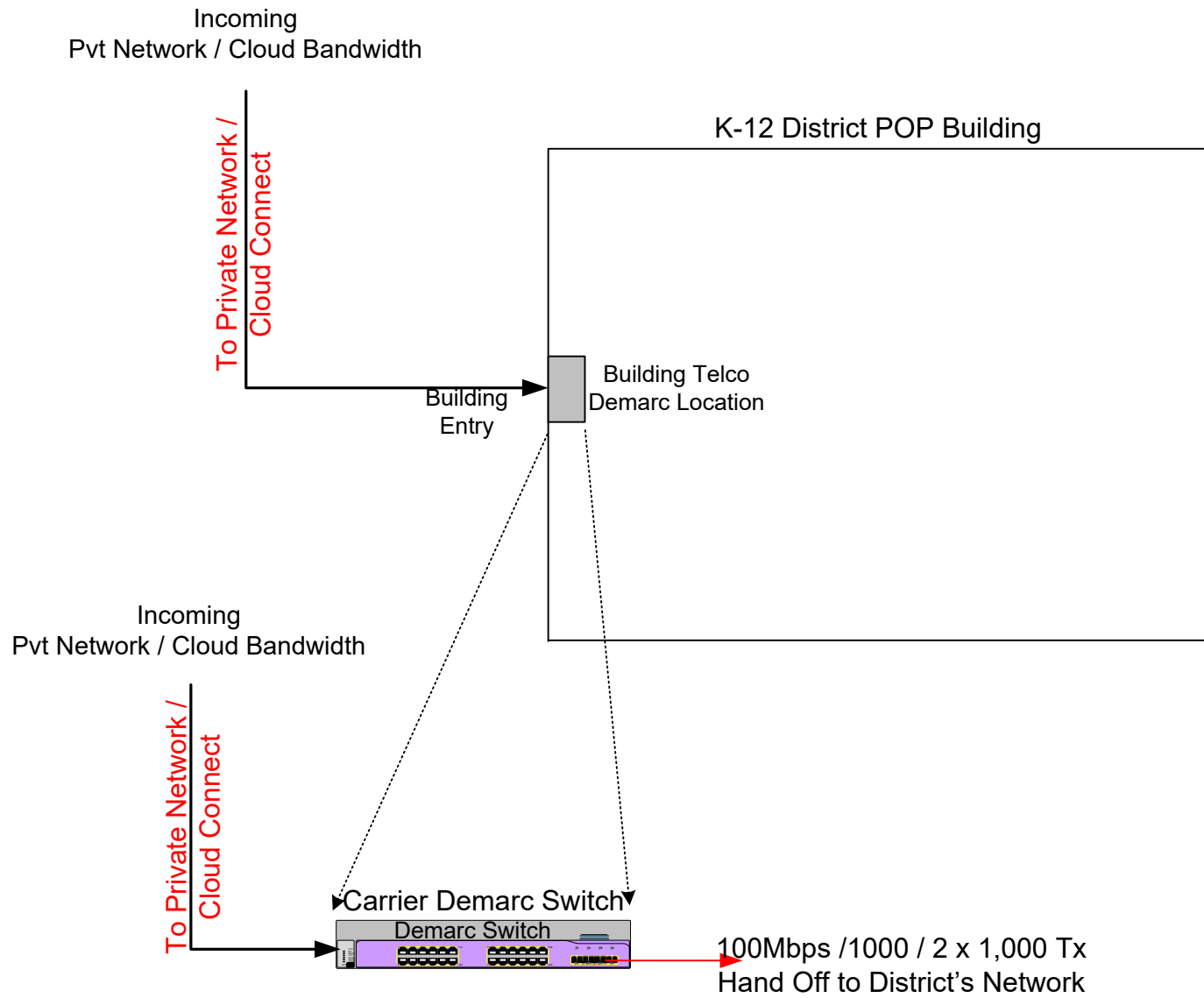
K-12 School Entity (Public Schools only)



Appendix B8: PLAN B - District-ISP Traffic Flow


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Owner will be responsible for extending the 100 / 1000 Mbps handoff at the demarc to the POP bldg MDF

Appendix B9: PLAN B - Building Handoff

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Appendix C: Sample Contract

SAMPLE AGREEMENT

This SAMPLE PROVIDER AGREEMENT ("the Agreement") is between VENDOR _____ whose address is _____ and _____ (hereinafter called "the Owner") whose address is _____

RECITALS

- A. The Contractor will provide the Owner with **Leased WAN Services and ISP Services** (hereinafter referred to as "Services") as contemplated in the Request for Proposal.
- B. The Owner desires to obtain Leased WAN & ISP Services from the Contractor upon the terms and conditions set forth herein and in the Request for Proposal, Contractor's response to the RFP, and subsequent clarifications. The Contractor shall supply all equipment, materials, technology, and other related services necessary to accomplish the requirements set forth in the Request for Proposal and the Contractor's response to the Request for Proposal. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced Contract Documentation, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced Contract Documentation, all terms and conditions in the Request for Proposal and the Contractor's response to the RFP shall be incorporated by reference into the Agreement and shall be binding upon all parties to the Agreement.
- C. Owner and the Contractor each bind themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.
- D. It is expressly agreed that the Contractor is not an agent of Owner but an independent contractor. The Contractor shall not pledge or attempt to pledge the credit of Owner or in any other way attempt to bind the Owner.

NOW, THEREFORE, IN CONSIDERATION FOR THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND EXHIBITS

- 1.1. Contract Documentation. "Contract Documentation" shall mean the (i) this Agreement, (ii) bid bulletins and clarifications attached hereto , (ii) the Owner's Request for Proposal and (iii) the Contractor's proposal response to the RFP dated _____. This shall be the order of precedence.
- 1.2. Documentation. "Documentation" shall mean (i) all written materials or information relating to the System(s) or its operation, including without limitation, user-oriented and technical operation, reference and training manuals and (ii) the documentation as outlined in the Contract Documentation.
- 1.3. Effective Date. "Effective Date" shall mean the last date on which both parties hereto have executed this Agreement.

- 1.4. Purchase Price. "Purchase Price" shall mean the aggregate amount payable by the Owner for (i) the purchase of the Services to be provided by the Contractor in accordance with the RFP and the Contractor's response to the RFP. The Purchase Price is inclusive of all taxes, shipping, handling, and insurance.
- 1.5. Services. All installation, site work, testing, debugging and acceptance testing activities.
- 1.6. Sites. Sites shall mean the locations set forth in the Contract Documentation. See Appendix B1
- 1.7. Vendor as Independent Contractor. It is expressly agreed that the Contractor is not an agent of the Owner but an independent contractor. The Contractor shall not pledge the credit of Owner or in any other way attempt to bind the Owner.
- 1.8. Agreement Term: The term of this Agreement is _____ months, beginning _____ through _____.

2. TURNKEY SOLUTION

- 2.1. Turnkey Solution. This Agreement and the other Contract Documentation set forth the terms and conditions upon which the Contractor will provide a "turnkey" solution for Services for use by the Owner. The Contractor agrees that it will provide a complete "Turnkey Solution" to the Owner. The Contractor shall be responsible for the successful installation, acceptance testing and Documentation of the Services, as detailed in the Contract Documentation.
- 2.2. The Contractor's Obligation. In consideration of the payment of the Purchase Price, it is agreed and understood that the Contractor shall be obligated to provide the following Products and Services, subject to the terms and conditions set forth herein and in the Contract Documentation:
 - A. General Terms and Conditions (Section A of the RFP)
 - B. Leased WAN Services (Section B of the RFP)
 - C. ISP Services (Section B of the RFP)
- 2.3. Guarantee. Contractor hereby guarantees and warrants its design, operation, and functionality of the Systems in accordance with the Contract Documentation.
- 2.4. Walk-Through. Contractor has had an opportunity to review each Site and acknowledges that it has no concerns with its proposed design that would prohibit Contractor from guaranteeing the installation and operation of the System(s), as contemplated in the Contract Documentation.
- 2.5. Complete Solution. This Agreement sets forth the terms and conditions upon which Contractor will provide a "turnkey solution" for the solutions listed below for use by Owner. Contractor agrees that it will provide a complete "turnkey solution" to Owner and will take full responsibility for the successful installation, acceptance testing and continuous operation of all the services as defined in the proposal clarifications, proposal, and RFP.

Internet Services: This Agreement sets forth the terms and conditions upon which Contractor will provide a "turnkey solution" for the installation and operation of Internet service, to the locations per Attachment 1 for use by Owner. Contractor agrees that it will provide a complete "turnkey solution" to Owner and will take full responsibility for the successful installation, acceptance testing and continuous operation of all hardware and connections, including all services provided by other entities as part of the proposed solutions and coordination of other entities in installation of services and as defined in the Contract Documentation.

Broadband Services: This Agreement sets forth the terms and conditions upon which Contractor will provide a "turnkey solution" for the installation and operation of leased WAN bandwidth per Attachment 1 for use by Owner. Contractor agrees that it will provide a complete "turnkey solution"

to Owner and will take full responsibility for the successful installation, acceptance testing and continuous operation of all hardware and connections, including all services provided by other entities as part of the proposed solutions and as defined in the Contract Documentation.

3. PAYMENT

- 3.1. Purchase Price. The Contractor agrees to sell to the Owner and the Owner agrees to purchase the Services as described in ATTACHMENT 1, upon the terms and conditions set forth in this Agreement at a price not to exceed: \$_____ **(non-recurring cost) and a monthly recurring costs of \$_____ for the Term of this Agreement.**
- 3.2. Universal Service Fund (USF). The Owner intends to meet all eligibility requirements for participation in the USF. Contractor must accommodate Owner's participation in USF and comply with all procedures and payment policies set forth by USF governing body. In the event Owner is approved for USF discounts, Contractor will adjust invoices to reflect the approved discount on all USF eligible services. **Contractor shall be responsible for submitting payment requests directly to the Schools and Libraries Division (SLD). Contractor shall invoice owner only for Owner's share. The balance due Contractor will be billed to the SLD by Contractor.**
- 3.3. Payment Terms. Contractor shall invoice Owner for payment after the Owner has received a positive Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company and after the Owner has successfully filed Form 486. Owner agrees to file the Form 486 within 30 days of receipt of the positive FCDL. In no instance shall Contractor invoice Owner prior to service initiation on July 1, 2017.
- 3.4. Taxes. The Purchase Price is inclusive of any applicable taxes. The Owner, however, is a tax-exempt entity except if the project makes additions and/or enhancements to real property.
- 3.5. Future Expandability: The provided solution will be scalable as defined in the RFP.
- 3.6. Payment Disputes. Disputes regarding requests for payments will be communicated to Contractor by Owner, in writing, within ten (10) days of the receipt of invoice. Payments will not be delayed unless Contractor is unable to resolve the matter to Owner's satisfaction ten (10) days prior to payment due date.

4. INSTALLATION AND ACCEPTANCE

- 4.1 Installation Plan. The Contractor shall install the System(s) in accordance with the implementation schedule that will be developed and agreed to by the parties within ten (10) days of the Effective Date. In the event that the Contractor fails to install the System(s) on or before the installation date set forth in the attached Implementation Schedule, and such delays are within the Contractor's control, the Contractor shall be penalized \$200 per day for each day beyond the required completion date for that site. The Contractor shall deploy additional resources necessary to meet the schedule. In the event the Contractor is unable to adhere to the attached schedule or complete the installation schedule as attached, the Owner shall have the option to terminate this Agreement, award the remaining work to another contractor or negotiate a final completion date. In the event the Owner so terminates the Agreement and awards the remaining work to another contractor, the Contractor shall be responsible for and shall hold Owner harmless from any costs or fees to complete the project which exceed the amount of the Purchase Price remaining unpaid at the time of termination. Any changes or deviations to the installation timetable caused by failure of the Owner or any third parties to meet the completion date set forth therein, shall result in a

schedule adjustment in the same magnitude which shall be subject to the Contractor's approval, which approval shall not be unreasonably withheld.

- 4.2 Project Manager. The Contractor designates _____ as on-site Project Manager for the duration of the project. Project Management will be within the guidelines as defined in the RFP.
- 4.3 Legal Compliance. The Contractor shall comply fully with all federal, state and local laws, statutes, ordinances, rules, regulations and codes applicable to the work performed as well as all applicable provision of the Occupational Safety and Health Act. This includes, but is not limited to, prevailing wage and fringe benefit rates as specified in Michigan's Prevailing Wage Act, MCL 408.551 et. seq., as applicable and amended MCC 380.1230 Criminal background screening as applicable. The Contractor shall be responsible for adhering to all local and state fire codes.
- 4.4 Employee Qualification. All Contractor employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event Owner determines that Contractor's staff are unqualified, unresponsive or otherwise unacceptable, Contractor will remove and replace said staff from the project in consultation with the Owner.
- 4.5 Status Meetings. The Contractor shall coordinate regular status meetings between the Owner Project Coordinator and the Contractor Project Manager as identified in the RFP, at which time a list of open items with targeted responsibility and due dates will be established.
- 4.6 Access to Sites. The Contractor will coordinate access to the Sites per the procedures outlined by the Owner.
- 4.7 Compliance with OSHA. Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the project. Contractor shall also comply with all applicable laws, statutes, regulations, ordinances, codes, orders, rules and regulations in existence as of the date of this Agreement.
- 4.8 Testing. The Contractor shall perform all testing as to meet the specifications identified in the RFP and applicable bulletins.
- 4.9 Documentation. The Contractor shall provide all Documentation as required in the RFP and applicable bulletins.
- 4.10 Site Damage. The Contractor shall be responsible for restoring the physical Site to its original status if said damage is the result of the Contractor. The Owner shall determine whether the Contractor shall remedy the damage or a third party shall remedy the damage, to be compensated by the Contractor.
- 4.11 4.4. Contractor shall perform all installation necessary such that services begin 7/1/2016.

5 WARRANTY

- 5.1 Warranties on Equipment.
The Contractor shall provide all warranties installed on the Owner's premise. All warranties are effective from the date of the System(s) Final Acceptance.
- 5.2 The Contractor Representations and Warranties. Contractor shall provide warranty on all equipment and services for the duration of the contract. In addition, the Contractor represents and warrants that:
 - A. The Contractor possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder;
 - B. The performance of the terms of this Agreement and of the Contractor's obligations hereunder shall not breach any separate agreement by which the Contractor is bound; and
 - C. The Contractor is financially sound to perform its obligations hereunder, and agrees that any material adverse change in such status shall be immediately communicated in writing

to the Owner.

- 5.3 Warranty of Fitness For A Particular Purpose. The Owner has presented detailed technical specifications of the particular purpose for which the System(s) is intended. The Owner has provided detailed descriptions and criteria of how the System(s) can be defined to accomplish the particular purpose. The Owner has also defined the exact procedures and techniques to be employed in testing whether the System(s) has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about the Owner's particular purpose, the Contractor at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the Owner is relying on the Contractor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Contractor warrants that the System(s) is fit for the purposes for which it is intended as described in the Contract Documentation.
- 5.4 Warranty. The Contractor warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period as specified in the RFP, Contractor's response to the RFP, and all bulletins and clarifications from the date of final System(s) Acceptance. During this warranty period, the Contractor shall furnish all new replacement parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the Owner. At the conclusion of the warranty period, the Owner will consider Contractor support under a separate maintenance agreement.
- 5.5 Acceptance of Installation.
- A. Within thirty (30) days of receipt of written notice from Contractor that installation and testing of the System(s) is completed, Owner shall either accept or reject such System(s) by written notice to Contractor. Failure to give written notice of acceptance or rejection of System(s) within thirty (30) day period shall constitute acceptance. Any rejection shall expressly state the deficiencies giving rise to the rejection. Upon rejection of the System(s) by Owner, the Owner shall provide Contractor with reasonable access to correct deficiencies identified, which correction shall be completed within ten (10) days of the date of access. Upon correction, Contractor again shall provide written notice to Owner that installation and testing is completed and the acceptance/rejection process set forth above shall be repeated. This procedure shall continue until the installation of the System(s) is accepted or finally rejected by Owner.
- B. Upon final rejection by Owner of the System(s), Owner may without prejudice to any other rights or remedies of Owner and after giving Contractor and Contractor's surety seven (7) days written notice, terminate this Agreement with Contractor and may, subject to any prior rights of the surety take possession of the materials and finish the project by whatever method Owner may deem expedient. When Owner terminates this Agreement pursuant to this section, Contractor shall not be entitled to receive further payment until the project is finished. If the unpaid balance of the contract sum exceeds costs of finishing the project, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. Nothing in Section 5.5 shall be construed to limit Owner's remedies under any warranty set forth below with respect to System(s).
- 5.6 Final Acceptance of the System(s). The System(s) proposed shall be defined to be finally accepted by Owner after meeting all requirements of the RFP and associated bulletins. The Owner or Owner's representative shall be the sole judge of whether all conditions for final acceptance have been met.

6. TERMINATION

- 6.1 Right to Terminate on Breach. Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same.
- 6.2 Events upon Termination. Upon termination of this Agreement by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Agreement or to recover damages for the breach of this Agreement. Upon termination of this Agreement, the Contractor shall immediately provide the Owner with all current drawings and Documentation regarding this project.
- 6.3 Right to Terminate Prior to Installation. The Owner reserves the right to terminate this Agreement without penalty with not less than thirty (30) days written notice to the Contractor prior to the initiation of the services.

7. GENERAL

- 7.1 Governing Law. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.
- 7.2 Assignment. This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.
- 7.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 7.4 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.
- 7.4.1 Right of Cancellation - Either party shall have the right to cancel the Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the Owner, the Contractor may keep any parts of the Systems as it can salvage, but must remove same at its own expense and shall return all sums received from the Owner. If cancellation occurs due to a Force Majeure after title passes to the Owner, the Systems shall remain with the Owner and the Contractor shall be entitled to any such payments as have accrued according to the payment schedule.
- 7.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understandings,

representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

- 7.6 Non-Waiver and Modification. Waiver by either party of any default or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Agreement. No provision of this Agreement may be modified by a party without the prior written consent of the other party.
- 7.7 Insurance. The Contractor agrees that it shall maintain Insurance as specified in Section 1 of the RFP throughout the term of this Agreement. Contractor will name Owner as an additional named insured under Contractor's commercial general liability insurance policy. Contractor agrees to deliver to Owner either a duplicate original or certificate of all policies procured by Contractor in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days written notice to Owner.
- 7.8 Survival. 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.
- 7.9 General Indemnification. The Contractor agrees to indemnify, hold harmless and defend the Owner, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees and agents, (ii) any breach of the terms of this Agreement by the Contractor or (iii) any breach of any representation or warranty by the Contractor under this Agreement. Owner agrees to notify Contractor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. Contractor shall have the sole right, but not the obligation, to control the defense of any such claim. Owner agrees to provide reasonable assistance to Contractor, at Contractor's expense, in defense of same.
- 7.10 Shipping of Equipment. All shipping and insurance costs to and from the Site shall be included in the Contractor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. The Owner shall make no payments to any firm concerning the shipment, installation and delivery of Equipment which is not a part of this Agreement and for which exact payments are not described. Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to Owner prepared site. The Contractor shall provide all properly trained representatives to unpack all items of Equipment and place this Equipment in the proper locations. The Contractor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the Equipment. The Owner, at its option, may require the Contractor to provide certificates describing, to the satisfaction of the Owner, evidence of proper (as required by the State of Michigan) worker's compensation and liability insurance for all Contractor staff and representatives involved in the installation of the Equipment. The Owner shall be named as an additional insured and as the Certificate Holder for all work under this Agreement.
- 7.11 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 Contractor by

Owner should in no way be interpreted as acceptance of the System(s) or the waiver of performance requirements

7.12 Patents, Copyrights and Proprietary Rights Indemnification.

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

7.13 Nondiscrimination By Contractor Or Agents Of Contractor. Neither the Contractor nor anyone with whom the Contractor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Contractor 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 Contractor of this Agreement.

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

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

7.16 Non-Collusion Covenant. The Contractor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the Contractor agrees that a duly authorized Contractor representative will sign a non-collusion affidavit, in a form acceptable to Owner, that the Contractor firm has received from Owner no incentive or special payments, or considerations not related to the provision of System(s) and Services described in this Agreement.

7.17 Service Level Agreement. The Contractor shall provide the Service Level Guarantees as outlined in the Contractor's Response to the Request for Proposal dated _____. Contractor realizes that ISP and WAN uptime is critical to the Owner and any disruption of Service to Owner will constitute a meaningful impact to Owner. In the event Contractor's service is unavailable for

more than 2 hours within a 30 day period, Contractor shall credit Owner for one full month of the WAN / ISP services. Owner's business hours are 7:00am to 5:00 pm.

Price not to exceed for the Term of this Agreement:

Non-Recurring Cost \$ _____

Monthly recurring costs \$ _____

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

OWNER: _____

CONTRACTOR: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____