

# **Berrien RESA**

## **Request for Proposals For Unified VOIP Telecommunications System**

Issue Date: January 24, 2020

Berrien Regional Education Service Agency would like to upgrade its external connections, telephone equipment and related management software in order to obtain a system that enables the Berrien RESA to carry out the operations of the district. The purpose of this Request for Proposals for a VOIP Telecommunications System (the "RFP") is to obtain sealed bids to provide a unified, turnkey solution containing external connections, telephone equipment, management software and related maintenance services in accordance with the terms and conditions of this RFP.

Berrien RESA expects that the telecommunications equipment and management software be delivered to Berrien RESA, installed by the successful vendor and be fully operational on or before August 15, 2020. Berrien RESA may select one or more experienced and qualified vendor(s) to proceed with the negotiation process from those submitting bids. Past experience will also be judged through the references of each entity.

## **BERRIEN RESA PROFILE**

Berrien RESA operates four (4) buildings, which include Lighthouse Education Center, Blossomland Learning Center, Building & Grounds and the Administrative Center. Berrien RESA has an enrollment of approximately 300 special needs students and employs approximately 330 teachers and staff who utilize Berrien RESA's telecommunications equipment on a daily basis.

## **BID SUBMISSION DEADLINE AND REQUIREMENTS**

The Due Date for submission of bids in response to this RFP is:

March 6, 2020, at 12 p.m. Local Time (the "Due Date")

All written bids must be delivered to Berrien RESA's Administration Center on or before the Due Date as follows:

Berrien RESA c/o Kevin Clark  
RE: VOIP Phone System Bid  
PO Box 364  
Berrien Springs, MI 49103

All bids must be marked "VOIP Telecommunications System Bid" in the lower left-hand corner of the bid envelope. Oral, email or facsimile bids will not be accepted. Any bid received after the Due Date may be rejected at the sole discretion of the Berrien RESA. All timely submitted bids shall be publicly opened and read on the stated Due Date. Any interested parties may attend. No immediate decision will be rendered.

All potential bidders are strongly encouraged to attend a Pre-Bid Meeting on February 14, 2020 at 9:30 a.m. This meeting will be held in Conference Room A of the Berrien RESA's Administration Center, located at: 711 St. Joseph Ave, Berrien Springs, MI 49103.

Bids must be presented in the format requested. Bids not submitted in the prescribed format may be rejected at the sole discretion of the Berrien RESA.

The Berrien RESA reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all bids with or without cause. The Berrien RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award the contract to other than the lowest bidder. The Berrien RESA reserves the right to request additional information from any or all bidders. All bids shall be considered firm for ninety (90) days after the Due Date for Bids.

Requests for clarification, questions on bidding procedures or specifications not discussed during the Pre-Bid Meeting may be directed to Kevin Clark, Director of Technology Services at [kevin.clark@berrienresa.org](mailto:kevin.clark@berrienresa.org). All requests for clarification or questions must be submitted on or before February 14, 2020 by noon. All questions and requests for clarification must be submitted via email. Oral questions will not be accepted. All responses to questions will be emailed to each vendor who submitted an email address provided at the Pre-Bid Meeting.

From the issue date of this RFP until a vendor is selected and the selection announced, a prospective bidder shall not communicate about the subject of this RFP or a vendor's bid with Berrien RESA, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for the Pre-Bid Meeting, additional written questions or requests for clarification in accordance with the previous paragraph, or as otherwise required by applicable law.

Berrien RESA intends that all vendors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a vendor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a request for clarification/question or other written response thereto, or in the bid.

A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a bid, or otherwise responding to this RFP, or any negotiations incidental to its' bid or this RFP.

Each vendor certifies that their bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same subject matter and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. The following outlines the information that must be provided by each vendor and the required format for its bid. Any bid not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Bids must: (i) demonstrate an understanding of the scope of equipment, related software and maintenance services desired under this RFP; (ii) include a detailed description of the equipment, software and services, including the features of each, proposed by the vendor; (iii) include a detailed layout of where the proposed equipment will be placed with the Berrien RESA's buildings; and (iv) include all necessary information to enable the Berrien RESA to thoroughly evaluate each vendor's overall experience, expertise, qualifications and ability to deliver the telecommunications equipment, related management software and on-going maintenance services in accordance with the requirements and obligations of this RFP. Each bid shall also include any other information or explanations that the vendor feels is/are significant with respect to Berrien RESA making an informed decision relative to its bid. Each bidder must be available to provide prompt answers to any request for clarification from the district regarding their submitted bid.

#### Uniform Bid Requirements:

The following pages represent the uniform requirements that must be met in order to submit bids/quotes to Berrien RESA for the VOIP Telecommunications System RFP.

## INSTRUCTIONS TO BIDDERS

These instructions shall form a part of all bid specifications:

- A. The naming of a given manufacturer and model number is not intended to limit bidding but to establish the level of quality desired for the various items required. Bidders should exercise care in bidding equivalent items. Complete descriptive literature must accompany equivalent bids. Samples will be requested if necessary.
- B. Bid price shall include delivery to the point of use. Where it shall be deemed necessary by school officials, the successful bidder shall be prepared to provide instruction in use and care of equipment delivered in both written form and on a demonstration basis.
- C. Optional accessories necessary for the basic use of equipment shall be included in the base bid. Such accessories not necessary for the basic use but deemed desirable shall be included as an alternative bid with a complete description.
- D. Each group of items or individual item, if classified in this way, shall constitute a separate bid. The Board of Education, however, may accept a combined bid for all items bid by one bidder.
- E. Delivery date is a part of the bid and must be submitted on the bid form at the time of bidding.
- F. All bids shall be deemed to include all applicable sales, use, and excise taxes. Exemption forms will be executed when necessary, but Berrien RESA does not make any representation that a tax exemption will apply.
- G. All bids shall be submitted in sealed envelopes clearly marked with the words "VOIP Phone System Bid," the date and time of bid opening, the bid, and the name of the bidder.
- H. In the event of discrepancies between the unit price and extension, the unit price shall prevail.
- I. Manufacturer's written guarantees shall accompany each bid. Bidders may state in writing, additional guarantees which will become a part of the bid and considered in making awards.
- J. Where applicable, service facilities and convenience of service will be considered as part of the bid. When necessary, bidders shall submit evidence of ability to install adequately, service or supply the required items, and that the sale or provision of such items or services is a substantial, regular and continuous part of the bidder's business.
- K. Where applicable, bidders shall certify that all relevant Federal, State, and local laws have been complied with.
- L. All necessary insurance certificates shall be supplied upon request.
- M. No order awarded under these specifications, or any part thereof, shall be sublet or assigned without the written approval of the Superintendent.
- N. The bidder acknowledges that by submitting a bid, the specifications and other instructions are in the bidder's opinion, appropriate and adequate for the intended purpose.

The Board of Education reserves the right to:

1. reject any or all bids without assigning any reason therefore;

2. be the sole judge of equivalency;
3. waive any bid requirement in accepting or rejecting bids.

## **1.01 Advertisement for Bids and Bidder Response Instructions**

1.02 The Berrien RESA will receive bids from qualified contractors for a Unified VOIP Telecommunications System. Qualified bidders will be certified in the installation, maintenance, and service of the products they propose in the RFP. Berrien RESA will retain the right and has complete discretion to qualify or disqualify all bidders on the basis of available information concerning the bidder's qualifications and ability to provide the product, installation, maintenance, service and past performance.

1.03 The bid opening will be at 12:00 p.m. on March 6, 2020 at the Administrative Center. All bids must be received by 12:00 p.m. on March 6, 2020 to be included in the bid opening. Bid responses must be sealed and sent to the following address:

Berrien RESA c/o Kevin Clark  
RE: VOIP Phone System Bid  
PO Box 364  
Berrien Springs, MI 49103

1.04 Berrien RESA reserves the right to accept or reject any and all bids.

1.05 Pre-bid Meeting – All bidders are encouraged to attend a pre-bid meeting at the Administrative Center (711 St. Joseph Ave, Berrien Springs, MI) at 9:30 a.m. on February 14, 2020. Included in this pre-bid meeting will be an opportunity for a question and answer session with district staff.

1.06 Clarifications and Corrections – Please direct any questions regarding this RFP to Kevin Clark, Director of Technology Services, at [kevin.clark@berrienresa.org](mailto:kevin.clark@berrienresa.org). All questions and clarifications will be communicated back to all bidders via email.

1.07 BID EVALUATIONS - Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the Berrien RESA, vendor/contractor reliability, warranties, familiarity with the projects and the facilities of the District. The Berrien RESA will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

## **2.01 Scope of Work**

VENDOR/CONTRACTOR RESPONSIBILITY - It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated within this RFP. The Berrien RESA is not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work.

The awarded Bidder shall:

- Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation interfaces for this Telecommunications project.
- Have sufficient resources in order to complete the Scope of Work within the allotted time frame and shall, upon request, demonstrate that they have the resources necessary to complete the Scope of Work within the specified timeframe.
- Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Telephone system installed at the District.
- Furnish all labor and materials for any additional electrical or network cabling requirements.
- Test (100%) all hardware for defects in installation and to verify performance under installed conditions.
- Provide installation, administration, testing, and “As-Built” documentation required from and/or maintained by the selected vendor/contractor during the course of the entire network electronic installation project.
- Provide a written guarantee/warranty covering the installed telephone system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of three (3) years.
- Any telephones or VoIP handsets will have at least a 1 year warranty.

#### External Connection Requirements

Vendor will provide new external connection to PSTN via Primary Rate Interface (PRI) circuit to replace current POTS connections. Berrien RESA will entertain connection bids for a Session Initiation Protocol (SIP) connection. Rationale must be provided for why SIP was chosen over PRI.

Selected vendor must be able to retain all current phone numbers (approximately 60).

#### VOIP Phone System Requirements

The selected vendor shall provide a VOIP Telecommunications System and installation of system, providing E911 compliant telecommunications to classrooms and offices at all Berrien RESA locations.

Vendor will install VOIP Switching equipment at the Administrative Center location. Installation of VOIP Switching equipment will be scheduled to limit phone service down time as much as possible.

Vendor will program VOIP system to the Berrien RESA’s specifications and will also provide consulting time to prepare for conversion, adjust programming, and any additional consulting necessary for the installation of the VOIP telecommunications system.

Vendor will remove all existing phone equipment and be responsible for recycling it, except as specified by the district.

The proposed phone system should equal or exceed the following minimum requirements:

- Hot desking, conferencing capabilities, conference call and mute.
- Desk phone to cell phone twinning.
- Desktop and Phone presence via GUI interface (supporting Windows 10, macOS 10.14, iOS 12, Android).
- Voicemail to Email - supporting Gmail.
- Mobile client option (dedicated app preferred).
- Ability to add remote users securely without additional equipment (VPN).
- Must be able to integrate existing overhead paging systems (see next section).
- System will be programmed for district-wide auto-attendant phone menu/tree setup for all incoming calls from the PSTN, as well as an auto-attendant by building.
- Must be able to integrate with Active Directory and/or Google Domain.
- System will support a minimum of 225 VOIP stations and 225 voice mailboxes.
- At least 20 licenses that support Voicemail, Mobile Client, softphone, A/V collaboration moderation, Remote Access.
- Approximately 225 licenses that support Voicemail, web/PC/Mac desktop client, A/V collaboration participation.
- Additional basic licenses (no voicemail needed).
- System (VOIP Switching equipment) will run on hardware provided by the Vendor.
- Solution must be able to be virtualized within VMWare ESXi. Hardware boxes will be considered. Bids/options for both may be submitted.
- Solution may not be a pure cloud solution. Only on-premise and hybrid solutions will be considered.
- System setup must be completely E911 compliant.

Paging group support:

The phone system will interface with existing overhead paging speakers (listed below) allowing for building-wide voice paging as a single zone from any handset. Vendor will supply all 110

blocks, amplifiers, wiring, and any other materials/programming required to interface the system to the existing building overhead speakers. System will also be capable of paging all telephone handsets (that have speakers) within each school both as zones/paging groups and individual classroom extensions.

From the Administrative Center, administrative handsets will have the ability to page all indoor speakers per building, and any/all VoIP phones. System will be programed for a district wide auto-attendant phone menu/tree setup for all incoming calls from the PSTN.

Systems currently in place:

- Blossomland Learning Center, CareHawk CH1000
- Lighthouse Education Center, Bogen Telephone Paging System
- Administrative Center, Bogen Telephone Paging System
- Building & Grounds, Bogen Telephone Paging System

Training Opportunities:

Vendor will include onsite training options for maintaining the telecommunications system for Technology Staff, and also training for end users and building secretaries to make calls internal and external, use various features available, and also how to access and use their voicemail. “Quick Start” and “How To” documentation will be provided for distribution to end users. “Quick Start” and “How To” documentation should cover the basic usage of the telephone handset, and setup and usage of end-user voicemail.

Instruction for Technology Department staff will be ongoing, and the vendor will provide a contact for questions, and will provide documentation for the most common functions of the system administrator, to include adding and removing users/handsets, resetting voicemail password.

Phone Set Specifications:

- Admin Phones – Touchscreen, Bluetooth, large display, full-duplex speakerphone, dual-port gigabit ethernet (integrated switch), powered USB port, programmable personal keys
- Office Phones – Bluetooth, large display, full-duplex speakerphone, dual- port gigabit ethernet (integrated switch), powered USB port, programmable personal keys
- Classroom Phones – display, full-duplex speakerphone, dual-port gigabit ethernet (integrated switch), programmable personal keys
- Wireless Conference Phone – display, full-duplex 360 degree speakerphone, Wi-Fi connectivity, rechargeable battery
- Phones should have capability to be either wall or desk mounted

Building	Admin Phones	Office Phones	Classroom Phones	Wireless Conf Phones
Blossomland Learning Center	2	6	37	

Lighthouse Education Center	2	17	16	
Building & Grounds		4		
Administrative Center	1	62	90	1
Total	5	89	142	1

The above numbers should be considered an approximation and may be adjusted slightly after the bid is awarded, which should be reflected in the final cost. Please list a cost per phone on the bid.

#### Analog Connectivity Requirements:

The District will be responsible for any POTS / copper pairs that need to be provided to locations for FAX machines, security/fire/elevator/energy system etc.

The District requires specific numbers to be ported over to the VoIP system.

#### Existing Infrastructure:

Berrien RESA currently utilizes two analog PBX systems connected to multiple POTS lines. The PBX at Lighthouse Education center is independent of the system that serves the other three buildings.

Berrien RESA has a 10 gigabit fiber optic connection between the Admin Center and Blossomland. Lighthouse Education Center is connected to the Admin Center through a 1 gigabit WAN connection (leased from AT&T). Each IDF is connected to its building's MDF by 10 gigabit fiber. Each building has its own Layer 2 domains (VLANS), which do not span across multiple buildings. Building interconnectivity is done exclusively through Layer 3 routing.

Berrien RESA will be responsible for providing POE+ switch ports to every location that requires them. All switch ports support 1GB. The vendor will deliver the telephones to each building, provide the resources and personnel to physically place handsets/telephones at each location, verify connectivity back to the VoIP system, provide an initial setup of the handsets/telephones if required. The vendor will provide enough patch cables to provide 1 x 10' CAT6 cable for each handset/phone.

Access and core switches will be Ruckus ICX switches. The vendor will provide documentation and guidance for the necessary VLANs, LLDP-MED, DHCP, and/or DNS configuration required. Recommendations for sensible QOS settings are also desired.

Below is a list of addresses where the WAN is connected, and where end user telecommunications devices will be installed.

Administration Center

711 St Joseph Ave  
Berrien Springs, MI 49103

Blossomland Learning Center /  
Building and Grounds

Lighthouse Education Center

711 St Joseph Ave  
Berrien Springs, MI 49103

379 West Glenlord  
Saint Joseph, MI 49085

## Projected Timeline

The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Work, within the allotted time frame and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The Berrien RESA is anticipating the project to be completed in accordance with the following Project Timeline:

RFP available on-line or for pickup	January 24, 2020
Pre-bid Meeting [9:30 a.m.]	February 14, 2020
Sealed Bids Due [12:00 p.m.]	March 6, 2020
Sealed Bids Opened [12:00 p.m.]	March 6, 2020
Board Approval	TBD
Installation Begins	July 1, 2020
Installation Complete	August 15, 2020

### 3.0 General Provisions

These specifications set forth conditions, and include the work to be performed, equipment to be installed, and certain methods to be employed to implement a complete operable installation. At the end of the project the Berrien RESA will have a 100% operational VoIP telephone system that is configurable, scalable, and built to the District's specifications.

3.01 Submittals Bid - The response to the RFP may not be emailed, and must be sealed and delivered as noted previously in the bid document.

All submittals will include all of the information listed in Section 4 below. Each sheet of descriptive literature submitted shall be clearly marked to identify the material or equipment.

Vendors who have multiple solutions are welcome to submit multiple bids.

#### 4.00 Vendor Information

The following items are of interest to the Berrien RESA concerning each vendor. As a quality business relationship is important, each vendor should include anything else it feels the Berrien RESA should understand about its company and/or Bid. Please answer the following questions if they are applicable. If not, please explain why they are not applicable and also mark with a "N/A" response.

##### 4.01 General Info

- A. What is the legal name of your company?
- B. Please state the number of years your company has been in business.
- C. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent

company?

- D. What are the headquarters' location address and relevant phone numbers?
- E. What is the company ownership structure?
- F. Outline the insurance coverage you carry.
- G. Provide Federal tax identification number.
- H. Describe all past and present lawsuits or legal actions that your company has had in the past three years. Also, please state whether these actions have had a material effect on the financial condition of your company.
- I. Explain your ability to provide, support and service multiple manufacturers of office equipment, technology and associated software. Please include a list of the manufacturers that you are able to buy from and outline your relationship.
- J. Has your company filed for "Chapter 11" within the past five years? If yes, how will this affect your ability to provide service?
- K. What kind of geographical classification applies to your company?
  - a. Local: (i.e., Berrien, Cass and Van Buren Counties)
  - b. Regional: (i.e., operates only in one geographical location)
  - c. Multi-Regional: (i.e., in more than one region but not national)
  - d. National: (i.e., provide services across the U.S. only)
  - e. International: (i.e. conducts business in U.S. and abroad)

#### 4.02 Organization Structure and Philosophy

- 1. How is your organization structured locally and how does this structure support your ability to provide the equipment and services you are proposing?
- 2. What differentiates your organization from your competition?
- 3. Describe your customer satisfaction guarantees and any warranties which are part of the equipment and services in your Bid. (Explain what happens when a customer is not satisfied with a piece of equipment.)
- 4. To meet the level of uptime expected, vendors are expected to incorporate onsite support to manage machine failure and restore operation to said failed equipment. Describe your guaranteed account support structure to meet the above requirement.

#### 4.03 Staffing

- A. How many Service Technicians do you have in the local area?

- B. Please attach an organizational chart of your support teams for the Berrien RESA, locations, indicate their names, titles, telephone numbers, areas of responsibility, years of experience in the industry, current organizations each team member is providing services to and years with your company.
- C. Describe the process for notification when service is needed. How are service calls communicated to the technicians? What is your call back time frame? What is your maximum allowed response time for a Service Technician to arrive onsite at the Berrien RESA? If parts are needed, how long does it take to get them in hand?
- D. Outline your training programs for your Service Technicians.
- E. Describe your company's maintenance program. What is included in preventative maintenance and how often does this occur?
- F. What is your company's policy when the actual useful life of purchased equipment is less than contracted service agreement period
- G. Bidders must provide written confirmation from the original equipment manufacturer that the manufacturer will provide full maintenance should the bidder be unable to do so over the life of the contract.

#### 4.04 Financial Considerations

*The Berrien RESA expects that all Bids include any necessary network installation services to install the management software and place all equipment onto Berrien RESA's network.*

*NOTE: Any additional costs related to network programming assistance to install the required management software are to be specifically identified. If not noted, it will be assumed that the costs are built into the cost of purchase.*

- A. Please indicate who will provide network installation and support services for the initial install of this equipment and related software.
- B. Please indicate the number of hours of network support included after install.
- C. Please indicate any additional costs for firmware and software updates.
- D. What are your billing terms and acceptable forms of payment?

#### 4.05 Transition and Implementation

- A. Describe the members of your implementation team and give a brief description of their qualifications.
- B. Describe your implementation process.

#### 4.06 References

- A. Please provide four local references where you have implemented similar equipment and services. (Preferably all K-12 public school institutions located within the counties of Berrien, Cass, Van Buren, St. Joseph or Kalamazoo).

#### 5.00 Required Attachments

- A. Bid Signature Page (**Appendix A**)
- B. Bill of Materials (**Appendix B**)
- C. Familial Relationship Disclosure Form (**Appendix C**)
- D. Certificate of Liability Insurance (**Appendix D**)
- E. Organization Charts (**Appendix E**)
- F. Required Contract Language – (**Appendix F**) **Any deviation from the terms in the required contractual language, as well as any terms of this RFP, must be explained as a part of each vendors bid. Deviations after a bid is submitted will be solved to the benefit of the district or result in the disqualification of a vendor as these contractual terms are considered by the district as material to the overall cost of this project.**
- G. Equipment Specifications (**Appendix G**). You must include electrical requirements as part of the specifications.
- H. Affidavit of Compliance (**Appendix H**)
- I. Terms and Conditions
- J. W-9 Form
- K. Service Guarantee

## **APPENDICES**

**Appendix A: Bid Signature Page**

**Appendix B: Bill of Materials**

**Appendix C: Familial Relationship Disclosure Form**

**Appendix D: Certificate of Liability Insurance**

**Appendix E: Organization Charts**

**Appendix F: Sample Contract**

**Appendix G: Product Information**

- **Detailed Specifications**
- **Brochures**
- **Competitive Comparisons**
- **Customer Expectation Documents**

**Appendix H: Affidavit of Compliance**

## Appendix A: Bid Signature Page

***I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, Scope of Work, Timeline Requirements, General Provisions, Awarded Contract Requirements, and Products and Services specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.***

### Submitted By:

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

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

City, State & Zip: \_\_\_\_\_

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

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

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

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

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

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

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

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### ***Do not write below this line: For District Use Only***

The following items are enclosed and/or included on the Proposal:

- Bid Signature Page (Appendix A)
- Proposal(s)
  
- Four (4) references, one (1) of which is a school or Berrien RESA
- Bill of Materials (Appendix B)
  
- Familial Disclosure Affidavit (Appendix C)

**Appendix B: Bill of Materials**

I/we, the Bidder, hereby propose to furnish, deliver and install the below listed items for the unit price indicated in accordance with the terms, conditions and specifications included in the Request For Proposals – Telecommunications system.

NOTE: The Bidder may attach additional pages for Bill of Material as needed.

BASE BID - Telephone system (Must include all components and installation costs)

[BUILDING NAME]			
Quantity	Description	Unit Price	Total Price
Grand Total			

Estimated date of equipment delivery:

ALTERNATE 1 BID - Telephone system (Must include all components and installation costs)

[BUILDING NAME]			
Quantity	Description	Unit Price	Total Price
Grand Total:			



**Appendix D: Certificate of Liability Insurance**

(\$1,000,000 minimum naming the district as an additional insured party.)

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## Appendix E: Organization Charts

## Appendix F: Required Contract Language

Berrien RESA expects each vendor to include its appropriate purchase documents in its Proposal for consideration by Berrien RESA. The following terms and conditions shall be included or incorporated into any purchase document between Berrien RESA and the selected vendor. Notwithstanding the foregoing, in Berrien RESA's sole discretion, the required contract language may be subject to negotiation if, for example, Berrien RESA believes the Contractor's bid includes more favorable language. For purposes of these provisions, "Contractor" means the successful vendor; and "Agreement" means the contractual document entered into between Berrien RESA and the successful vendor.

1. Insurance. Contractor agrees that it shall maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000.00) per occurrence/aggregate. Contractor further agrees that it shall maintain workers' compensation coverage with statutory limits and will also maintain employers' liability coverage with a limit of at least Three Hundred Thousand Dollars (\$300,000.00) for each accident. Berrien RESA is to be included as an additional insured on both the commercial general liability and automobile liability policies. The general liability and automobile liability policies are to be issued on an occurrence- made basis and shall remain in full force and effect until the Agreement has been fully and finally completed. Contractor agrees to provide Berrien RESA with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days' notice of cancellation or material reduction of insurance coverage. Insurance provided by Contractor must be placed with insurers that meet a minimum Best financial rating of A:10.
2. General Indemnification. Contractor agrees to indemnify and hold harmless and defend the Berrien RESA, 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 the Agreement by Contractor; or (iii) any breach of any representation or warranty by Contractor under the Agreement.
3. Intellectual Property Indemnification. Contractor agrees to indemnify, hold harmless and defend Berrien RESA from and against any and all damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Berrien RESA arising from claims of violation of U.S. copyright, patent or trade secret by any third party resulting from Contractor's or Berrien RESA's use of any equipment, software, technology, documentation and/or data development in connection with the Agreement; provided that Berrien RESA is not the sole cause of the claim, and further provided that Contractor has control over its defense or settlement, and Berrien RESA provides reasonable assistance at the expense of Contractor in the defense of the same. Berrien RESA retains the right to offset against any amounts owed Contractor under the Agreement, any such monies expended by Berrien RESA in defending itself against such claims. Following written notification of an infringement

claim, Contractor may, at its expense, and in its sole and absolute discretion (but without obligation to do so) either (i) procure for Berrien RESA the right to continue to use the alleged infringing product; or (ii) replace, modify or provide substitute products to Berrien RESA which are, in Berrien RESA's sole opinion, of equal or greater quality to make it non-infringing; or (iii) refund to Berrien RESA all monies paid to Contractor with respect to the infringing products, as well as all reasonable losses related to the infringing product(s) and all reasonable expenses related to the installation and conversion to the new product(s).

4. **Acceptance Testing.** Within thirty (30) days of receipt of written notice from Contractor that installation and testing of the equipment and software is completed in accordance with the procedures outlined in the RFP, and upon receipt by Berrien RESA of the Contractor's installation and performance report, which must include, but not be limited to, "As-Built" drawings and documentation verifying successful testing of the System(s), Berrien RESA shall either accept or reasonably reject such equipment and software by written notice to Contractor. Any rejection shall expressly state the deficiencies giving rise to the rejection. Upon rejection of the equipment and/or software by Berrien RESA, the Berrien RESA shall provide Contractor with reasonable access to the respective site(s) to correct deficiencies identified, which corrections shall be completed within ten (10) days of the date of access to the site(s). Upon correction, Contractor again shall provide written notice to Berrien RESA that installation and testing is complete, and the acceptance/rejection process set forth above shall be repeated. This procedure shall continue until the installation of the equipment and software is accepted or finally rejected by Berrien RESA. Upon final rejection by Berrien RESA of the equipment and software, Berrien RESA may, without prejudice to any other rights or remedies of Berrien RESA, and after giving Contractor ten (10) days written notice, terminate the Agreement with Contractor. Nothing in this paragraph shall be construed to limit Berrien RESA's remedies under any warranty set forth herein with respect to equipment and software. The equipment and software proposed shall be defined to be finally accepted by Berrien RESA after meeting all requirements of the Agreement and the Contract Documentation (the "Final Acceptance"). The Berrien RESA or Berrien RESA's representative shall be the sole judge of whether all conditions for Final Acceptance have been met and should confirm final acceptance via written notice within ten (10) days.
5. **Warranties.** The Contractor shall provide all applicable manufacturers warranties, including but not necessarily limited to, those identified in the RFP, Contractor's Proposal and all applicable bulletins and clarifications. All warranties are effective from the date of Final Acceptance. Contractor warrants that all components provided under the Agreement, whether installed initially or subsequently, shall be
  - a. newly manufactured equipment or assembled from newly manufactured parts; and (2) will be free from defects in workmanship or material for a period as specified in the Agreement and agreed to by Berrien RESA in writing.
  - b. During the warranty period, Contractor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the Berrien RESA.
6. **Taxes.** Berrien RESA is tax-exempt. Any and all taxes relating to the equipment or related services shall be the responsibility of the successful vendor.

7. Shipping. All shipping and insurance costs to and from Berrien RESA site(s) shall be included in the Purchase Price. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to Berrien RESA prepared site(s). Contractor shall provide all properly trained representatives to unpack all items of equipment and place this equipment in the proper locations. Contractor shall also be responsible for removal of all debris and packing materials from the site(s) resulting from the installation of the equipment.
8. Governing Law. The Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.
9. Nondiscrimination. Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status. Breach of this covenant may be regarded as a material breach of the agreement.
10. Independent Contractor. In the performance of maintenance services under this Agreement, Contractor shall be regarded at all times as performing services as an independent contractor of Berrien RESA, with no expectation of continued assignment to nor engagement by Berrien RESA. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of the maintenance services of this Agreement and Berrien RESA shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing such services under this Agreement. While the Contractor reserves the right to designate the means and methods of accomplishing maintenance services, nothing herein shall be interpreted as reducing or eliminating the obligation to appropriately provide such services to the level required by this Agreement. The failure to provide services to such level shall be a breach of contract.
11. Policies. Contractor agrees that any individuals it assigns to Berrien RESA to perform maintenance services shall abide by applicable Berrien RESA policies, including but not limited to, those related to safety, confidentiality, controlled substances, and emergency procedures.
12. Invoices. Contractor shall submit invoices in accordance with any approved process included in Contractor's response to the applicable RFP. Notwithstanding the foregoing, it is acknowledged and agreed that: (a) Berrien RESA shall only be obligated to pay undisputed invoices/payment requests, (b) Berrien RESA may reasonably dispute any invoice/payment request in good faith, (c) Contractor shall continue to fully and properly perform required services even if Berrien RESA has reasonably disputed an invoice/payment request, and (d) the parties shall meet promptly to discuss any identified dispute regarding an invoice/payment request.
13. Background Checks. The Berrien RESA reserves the right to perform any independent criminal history background checks on Contractor's employees who may be performing services in Berrien RESA facilities, consistent with applicable laws.
14. Damages. Contractor shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about Berrien RESA facilities which causes or is likely to cause injury or damage to any person or property or to the reputation of Berrien RESA. Contractor shall be responsible, and shall pay and/or

reimburse Berrien RESA for all costs of repair or replacement, for any damage caused by Contractor.

15. Standard of Performance. Contractor shall perform all obligations and services described in this Agreement at least to the industry standard level of performance required for each such obligation and/or service.
16. Compliance with Laws. Contractor shall comply with any and all laws, rules, regulations, ordinances, and Berrien RESA policies applicable to providing the services contemplated under this Agreement.
17. Incorporation. The Berrien RESA's Request for Proposal, with an issue date of January 7, 2020 ("RFP"), and accepted portions of Contractor's response to such RFP ("Response") are hereby incorporated by reference into this Agreement. In the event of any inconsistency or ambiguity between or among the Agreement, the RFP, the Response, or any other contract document, the terms most beneficial to the Berrien RESA, in the Berrien RESA's sole discretion, shall govern.
18. No Limitation of Liability, Waiver of Damages, or Indemnification. Superior to any other provision within this Agreement or any document incorporated by reference herein, it is understood and agreed that Berrien RESA shall not, and shall not be required to: (a) limit Contractor's liability, (b) waive Berrien RESA's right to recover any damages against Contractor, and/or (c) be obligated to indemnify Contractor or any other party for any loss or damage of any kind. Any contractual provision attempting to do any or all of the foregoing shall be deemed null and void.
19. Miscellaneous.
  - a. Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
  - b. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of both Contractor and Berrien RESA.
  - c. Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
  - d. This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.
  - e. If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

## **Appendix G: Product Information**

- Detailed Specifications
- Brochures
- Competitive Comparisons
- Customer Expectation Documents

**Appendix H: AFFIDAVIT OF COMPLIANCE –  
IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized office of the below-named contractor (the “Contractor”), pursuant to the compliance certification requirement provided in the Berrien RESA’ (the “Berrien RESA”) Request for Bids For VOIP Telecommunications System (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contactor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Berrien RESA’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

**CONTRACTOR:**

Name of Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

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

\_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_