

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

MAY 3, 2021

REQUEST FOR PROPOSAL
AUTOMATIC NOTIFICATION SYSTEM
RFP #21-009-651

Proposal Due Date: Wednesday, May 19, 2021
12:00 P.M. EST
Wayne RESA Purchasing Office

Table of Contents

I. INSTRUCTION TO SUPPLIERS.....	3
A. Introduction.....	3
B. Scope.....	3
C. Proposal Process	4
D. Evaluation of Proposals and Award	8
E. Bid Protest Process	10
F. Indemnity, Release, Insurance and Security	11
G. Default and Termination.....	12
H. Taxes.....	13
I. Integration.....	13
J. Financing Option	13
K. Survival Clause.....	13
L. Force Majeure Clause	13
M. Non-Waiver of Agreement Rights.....	13
N. Patents, Copyrights and Proprietary Rights.....	14
O. Nondiscrimination by Suppliers or Agents of Suppliers	14
P. Subcontractors	14
Q. Effect of Regulation.....	14
R. Assignments.....	14
S. Vendor as Independent Contractor	14
T. Non-Collusion Covenant	15
U. Advertisement.....	15
II. AUTOMATIC NOTIFICATION SYSTEM SPECIFICATIONS.....	16
A. Requirements	16
B. Length of Contract.....	16
III. ATTACHMENTS	17
A. Attachment #1.....	18
B. Attachment #2.....	19
C. Attachment #3.....	21
D. Attachment #4.....	22
E. Attachment #5.....	23
F. Attachment #6.....	24
G. Attachment #7.....	25
H. Attachment #8.....	25

I. INSTRUCTION TO SUPPLIERS

A. Introduction

The Wayne County Regional Educational Service Agency (WCRESA), established by the Michigan Legislature in 1960, is the largest of fifty-six (56) such agencies throughout the state. It is governed by a publicly elected Board of Education. WCRESA provides a wide variety of service to thirty-three (33) public school districts and approximately 104 charter schools in Wayne County, Michigan; serving almost 275,000 students. WCRESA, through various consortium arrangements, provides a variety of services to other educational agencies throughout the state of Michigan.

Wayne County Regional Educational Service Agency (WCRESA) intends to partner with Oakland Schools (OS) for this project and is seeking to establish an automatic notification system for both Wayne and Oakland County. Both Wayne and Oakland Intermediate School Districts (ISDs) service multiple districts across the two counties that will partner and procure systems from this RFP.

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

B. Scope

WCRESA is requesting proposals for an automatic notification system. WCRESA reserves the right to change locations as needed at any time. Electronic forms of all bid documents are available online at: [WCRESA Bid Documents](#)

If you experience problems in downloading the documents, please contact WCRESA **Purchasing Consultant, Erika Hunter**, via e-mail address is huntere@resa.net. **PHONE CALLS WILL NOT BE RETURNED**

RFP TIMETABLE	
RFP Issue Date	Monday, May 3, 2021
Submission of Written Questions from Supplier	1:00 p.m. EST, Friday, May 7, 2021
Written Questions Response from WCRESA	Wednesday, May 12, 2021
Proposal Due Date	12:00 p.m. EST, Wednesday, May 19, 2021
Supplier Presentations	May-June 2021
Selection of Preferred Supplier(s)	June 2021
Project Start	July 1, 2021

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

WCRESA reserves the right to change this schedule as needed and all information provided by WCRESA in this RFP is offered in good faith. Individual items are subject to change at any time. WCRESA makes no certification that any item is without error.

C. Proposal Process

1. Proposal must be prepared in compliance with provisions of this RFP. Failure to comply with all provisions of this RFP may result in disqualification of the proposal.
2. Proposals must be received by **EMAIL ONLY by 12:00 p.m., Friday, May 7, 2021**. Suppliers are to submit one (1) electronic copy of proposal combined into one file. **DO NOT SEND SINGLE/SEPARATE PDF ATTACHMENTS OF EACH PROPOSAL SECTION**

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

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

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

PROPOSAL RESPONSE GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Section 5.0 - Supplier Relationships or Potential Conflicts with WCRESA

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

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

Proposal Section 6.0 – Signature Page

Please refer to the RFP Template Attachment #1

Proposal Section 7.0 – Bid Proposal

Please refer to the RFP Template Attachment #2

Proposal Section 8.0 – Statement of Qualifications

Please refer to the RFP Template Attachment #3

Proposal Section 9.0 – Ethical Standards Affidavit

Please refer to the RFP Template Attachment #4

Proposal Section 10.0 – Conflict of Interest Affidavit

Please refer to the RFP Template Attachment #5

Proposal Section 11.0 – Certificate of Liability Insurance

Supplier to provide a copy of their insurance certificate with proposal

Proposal Section 12.0 – Assurances and Certifications

Please refer to the RFP Template Attachment #7

Proposal Section 13.0 – Exceptions to WCRESA's Master Service Agreement

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

3. Proposals addressed to: Erika Hunter
Wayne RESA, Purchasing Office
RFP #21-009-651
33500 Van Born Road
Wayne, MI 48184-2497
4. Any proposal received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed/unopened. Proposals received by facsimile transmissions or electronic mail will not be considered valid unless also received by mail or delivery by the stated deadline.
5. For attachments, only the forms provided in the RFP packet are to be used. Electronic versions may be found on the WCRESA web page at: [WCRESA Bid Documents](#). **Altered or substitute forms will not be accepted.**
6. ALL submitted documents must be typed or computer generated. **(With exception to the required initials in Section IIA and original signatures elsewhere in the document), no handwritten proposals will be allowed.**
7. It is understood that each Supplier, before submitting a proposal, shall, if they are uncertain of the conditions, requirements and/or obstacles that might impact the provision of services, request further information or visit the schools to be served. Failure to make such inquiry or receive an answer shall not relieve the successful Supplier from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.

8. Inquiries regarding this RFP may be directed to:
Erika Hunter
Purchasing Consultant, WCRESA
Email: huntere@resa.net
PHONE CALLS WILL NOT BE RETURNED
9. Any discussions with WCRESA personnel (other than as listed above) regarding this RFP while the RFP is in progress (from the time supplier receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Supplier's proposal.
10. If a Supplier discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify WCRESA of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from WCRESA's Purchasing Department as well as being posted on the WCRESA website. The Supplier is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
11. No allowance will be made after proposals are received and opened, for oversight, omission, error or mistake by Supplier.
12. All proposals and any accompanying documents become the property of WCRESA and will not be returned.
13. WCRESA will not be liable in any way for any costs incurred by Suppliers in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
14. WCRESA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
15. Receipt of proposal materials by WCRESA or submission of a proposal to WCRESA offers no rights against WCRESA nor obligates WCRESA in any manner.
16. WCRESA reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Supplier from full compliance with the RFP specifications and other contract requirements if the Supplier is awarded the contract.
17. It is the intent of WCRESA to permit competition. Therefore, it is understood that the use of any patent, proprietary and/or manufacturer's name is for demonstrative purposes only; and should be considered as if followed by the words "or comparable equivalent". Unless "NO SUBSTITUTE" is stated in Section IIA of this RFQ, Suppliers may offer items they believe meets or exceeds the specifications set forth herein. WCRESA, in its sole and absolute discretion, shall have the right to determine if the proposed items possess equivalent and/or better qualities of the specifications listed in this RFQ.
18. Proposal must be signed by an officer of the Supplier who is legally authorized to obligate the Supplier to a contract.
19. All proposals shall be a matter of public record subject to the provisions of Michigan law.

20. In the event the district and/or district building, is closed due to unforeseen circumstances on the day proposals are due proposals will be due at the same time on the next day that the WCRESA building is open.

D. Evaluation of Proposals and Award

1. All Suppliers, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.
2. WCRESA, at its sole discretion, shall determine whether particular Suppliers have the basic qualifications to conduct the desired service for WCRESA. In determining whether a Supplier possess the basic qualifications to operate, WCRESA may consider, but not be limited to, the following:
 - (a) Cost data (price, price protection and total cost of ownership)
 - (b) Supplier's ability to meet the functional requirements of this RFP
 - (c) Supplier's adherence to applicable laws, ordinances, etc. and industry standards
 - (d) Supplier's commitment and experience in successfully performing similar agreements
 - (e) Supplier's general reputation for performance and service;
 - (f) Supplier's longevity of service (number of years) and previous experience;
 - (g) Years of continuous business;
 - (h) Supplier's compliance to the schedule of events including participation in pre-bid conference, RFP review meeting and walk through if applicable.
 - (i) Acceptability of product/services to the internal customer.
 - (j) Overall service quality
 - (k) Supplier's financial condition
 - (l) Meets Michigan Department of Education definition of fiscally reasonable expenditure.
 - (m) Supplier's willingness to comply with the proposed agreement with no objections.
 - (n) Value added proposals
 - (o) Flexibility in migrating to newer technology – movement between services without termination charges. Consideration will be given to Suppliers that respond for multiple services.
3. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
4. Award shall be made to the most responsible Supplier whose proposal is determined to be the most advantageous to WCRESA taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between WCRESA and the Supplier.
5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
6. WCRESA reserves the right to accept or reject in part or in whole any or all proposals submitted.
7. WCRESA reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Supplier's price contained in the cost proposal.
8. WCRESA reserves the right to negotiate further with the successful Supplier. The content of the RFP and the successful Supplier's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.

9. By submission of proposals pursuant to this RFP, Suppliers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
10. A proposal in response to an RFP is an offer to contract with WCRESA based upon the terms, conditions, and scope of work and specifications contained in the RFP.
11. WCRESA has the right to use, as WCRESA determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.
12. Suppliers must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
13. All proposals must be valid for at least **ninety (90)** days from the proposal submission date.
14. Proposals received after the specified date and time for proposal submission shall not be considered, but will be recorded, filed, and shall remain sealed.

E. Bid Protest Process

Bid protests are filed by Suppliers because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by WCRESA during the solicitation process. Common reasons for Suppliers filing a bid protest include:

- The Master Agreement was awarded to Supplier with higher prices.
- The Supplier proposal was rejected for invalid reasons.
- The Supplier awarded the resultant Master Agreement did not comply with RFP specifications.

1. General Authority

WCRESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by WCRESA departments, districts or agencies which are governed by WCRESA's Board.

2. Protest Procedure

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

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

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

F. Indemnity, Release, Insurance and Security

1. Evidence of Supplier Insurance Coverage

The Supplier shall provide WCRESA at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to WCRESA, as listed below:

- Certificate of Liability Insurance (Attachment #6) properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.

2. Insurance Requirements

During the performance and up to the date of final acceptance of the work, the Supplier must effect and maintain insurance hereafter listed below:

- a) The Supplier shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b) The Supplier shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - 1) Contractual Liability;
 - 2) Products and Completed Operations;
 - 3) Per contract aggregate.
- c) The Supplier shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

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

3. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Erika Hunter, Purchasing Consultant, WCRESA, 33500 Van Born Road, Wayne, MI 48184."
4. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WCRESA at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless – The Supplier shall indemnify and hold harmless WCRESA, its officers, agents, and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) WCRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
- d) The Supplier shall reimburse WCRESA any expenses incurred as a result of the Supplier's failure to fulfill any obligation in a professional and timely manner under the Agreement.

G. Default and Termination

- 1. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WCRESA may notify the Supplier of such default in writing.
- 2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WCRESA in the case of notice by the Supplier.
- 3. Failure on the part of WCRESA to notify the Supplier of default shall not be deemed a waiver by WCRESA of WCRESA's rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.
- 4. Upon receipt of notice of default from WCRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WCRESA, WCRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WCRESA for damages sustained by virtue of any default by the Supplier.
- 5. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WCRESA prevails, the Supplier shall pay all expenses of such action including WCRESA's attorney fees and costs at all stages of the litigation.
- 6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
- 7. Termination of the Agreement by WCRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

H. Taxes

WCRESA is exempt from all federal, state and local taxes. WCRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WCRESA.

I. Integration

All RFP documents and addendum, Supplier's response to this RFP, subsequent purchase orders, and contract with the successful Supplier contains the entire understanding between the parties.

J. Financing Option

NOT APPLICABLE

K. Survival Clause

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

L. Force Majeure

Timely performance is essential to the successful implementation and ongoing operation of the project described herein. Time is of the essence. However, neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

M. Non-Waiver of Agreement Rights

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Supplier by WCRESA should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

N. Patents, Copyrights and Proprietary Rights

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

O. Nondiscrimination by Suppliers or Agents of Suppliers

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

P. Subcontractors

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

Q. Effect of Regulation

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

R. Assignments

WCRESA and Supplier each binds themselves, their partners, agents, successors, those working in concert with them in any capacity, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

S. Supplier as Independent Contractor

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

T. Non-Collusion Covenant

Supplier hereby represents and agrees that it will not and has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. Supplier certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

U. Advertisement

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

II. AUTOMATIC NOTIFICATION SYSTEM SPECIFICATIONS

A. Program Requirements

Supplier to provide proposals for an automatic notification system. This service will include:

PRODUCT FEATURES
Notification Service
Ability to deliver communications via multiple modalities (i.e. phone, email and text notifications)
Ability to deliver communications in multiple languages
Ability to deliver unlimited communications
Email notifications include rich-text editing multiple attachment support.
True SMS text messaging (not email-to-text)
Built-in TCPA Compliance (opt-out capabilities for recipients of all message types)
Text-to-Speech and Language Translation (built-in tools to convert text to speech and translate into other languages).
Automated daily attendance notifications
Automated threshold-based notifications (i.e. 3rd unexcused absence, 5th tardy, GPA drops below 2.50, etc.)
Teacher interface enabling teachers to send ad hoc notifications based on their class rosters and groups.
Non-Teachers able to send communications to classes, groups
Interface for teachers to send pre-recorded (canned) messages to the students they teach.
Parent Portal provided by Notification Service- web and native mobile apps enabling parents to view and listen to notification history and update their preferred contact devices.
Parent & Student Portal services provided through MISTAR Parent and StudentConnect, including the ability to update contact info, review, send and respond to notifications
Ability to post notifications to social media.
Automated lunch balance calls.
One-click toggling to view original, un-translated direct message
Automated setup/data integration and continuous syncing with MISTAR (no manual queries)
Create content once to publish via all modalities
User ability to personalize feed of relevant announcements e.g. desired modality for each message type
Emergency & general mass communication beyond district/school to class, or group
Single Sign-On (SSO) directly from MISTAR-Q
SMS character limit greater than 400
Customizable caller ID
The functionality would include more than just students and contacts listed within the system to receive the communications.

Branding of messages - need to be able to show where they are coming from, include logos etc i.e. "from" email address needs to be the client domain (not the vendor)
Ability to add and send to outside group i.e. alumni, community members, donors
Ability to include live hyperlinks
Need communication system and SIS to "talk" back and forth. If a parent updates phone or email address in communication system does it update SIS?
Mobile App
Native Android and iOS mobile apps enabling users to create and send notifications
Access to all notifications, whether created via the web or mobile app
Student/Staff lookup tool for immediate access to all contact devices. User can initiate phone call, email or text message from personal device
Quick launch - ability to send predefined notifications with one click
Voice recording of messages using built-in phone/tablet resources
Speech-to-text functionality for dictation of phone, email and/or text message content
Native Android and iOS mobile apps which are custom-branded for each district
Aggregates data from various sources such as Facebook, Twitter, district web pages, calendars, etc.
Integrates with the notification service to deliver general outreach notifications to the community and student-specific messages to parents
Push notifications included
Single Sign-On (SSO) support from SIS app
2-Way Messaging
Native Android and iOS mobile apps providing real-time messaging for schools, groups and individuals
Includes document sharing and built-in language translation
Integrates with notification service to provide up-to-date class rosters for teachers
Archived and searchable message threads
Message tracking and reporting included
Private 2-way, 1 on 1 or group chat (e.g. parent/teacher, staff/staff, committee, etc.) no mobile app required
Easily DM students and/or guardians with one click
Group conversations for efficient collaboration and file sharing, including students
Easily "follow/unfollow" public groups (e.g. school board, sports teams, clubs, etc.)
Administrative Tasks/Data Management
Option to automatically send "Dynamic Groups" from MISTAR to support communication groups minimizing duplication of efforts to recreate in messenger service
Option to automatically send "Dynamic Groups" from MISTAR to support message filtering (e.g. Special Ed, 504, EL)
Individual accounts for all users allowing communication between teachers, parents, students and administration
Option to rollout by user role, site or individual within MISTAR

Parent outreach/engagement summary reports available within MISTAR
See who viewed/didn't view announcements right from the feed as well as delivery reports
Support provided directly to front end user (i.e. Districts can contact vendor directly for support)
Data interchanges through the data hubs instead of having to do custom interchanges for individual SIS or HR/Finance systems
Reporting - need to be able to search by recipient (or sender) and provide a list of all communications with content
Ability to modify settings/membership data without needing the vendor to do it for us
Sync "manual" groups from the SIS not just dynamic groups
Additional Features
Create and send forms and permission slips
Secure document delivery
Create and manage polls
Calendar & RSVP e.g. Parent/Teacher Conference scheduling
The automatic notifications would feature items such as newsletters as well as other daily/weekly communications (snow days, sporting events, big news, etc.)

B. Length of Contract

Provide pricing for a **three (3)** year contract if mutually agreeable. In addition, it is acceptable to offer any other options that might provide a best case price scenario for districts.

III. ATTACHMENTS

Attachment #1	Signature Page
Attachment #2	Bid Proposal
Attachment #3	Statement of Qualifications
Attachment #4	Ethical Standards Affidavit – Must be notarized
Attachment #5	Conflict of Interest Affidavit - Must be notarized
Attachment #6	Certificate of Liability Insurance (Supplier must provide)
Attachment #7	Assurances and Certifications
Attachment #8	WCRESA Master Service Agreement (to be issued upon award)

SIGNATURE PAGE

This form must be returned, properly executed.

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

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

Company: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Fax Number: _____

Date: _____

Are you a small business? Yes _____ No _____

Are you a minority business? Yes _____ No _____

If yes, list minority: _____

Bid Proposal

Additional pages may be added as needed to propose alternative solutions

Supplier: _____ Contact: _____
 Address: _____ Supplier email: _____
 Phone Number: _____ Fax Number: _____
 Supplier web site: _____

Description	Unit Price
Automatic Notification System	
Training	
Installation	
Additional Proposed Services (if any):	

Signature: _____ Date: _____

Print Name: _____ Title: _____

SUPPLIER STATEMENT OF QUALIFICATIONS

Company Name: _____ Phone Number: _____

Company Address: _____ Fax Number: _____

Contact Name: _____

Contact Title: _____

Company website: _____ Email: _____

Number of years in business: _____

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Reference Name #1:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #2:	
Address:	
Phone Number:	
Contact Name:	
Reference Name #3:	
Address:	
Phone Number:	
Contact Name:	

Signature: _____ Title: _____ Date: _____

ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

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

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

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

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

Print name of bidder: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

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

_____ Day of _____, 20____.

Notary Public _____

My commission expires: _____ Seal

CONFLICT OF INTEREST AFFIDAVIT

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

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

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

CHECK ONE OF THE TWO BOXES BELOW.

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

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

Print name of Supplier: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

NOTARY: State of

County of

Sworn to and subscribed before me, a notary public in and for the above state and county, on this
 _____ Day of _____, 20____.

Notary Public _____

My commission expires: _____ Seal

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

Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. WCRESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Date _____

Signature _____

Wayne Regional Educational Service Agency Master Service Agreement

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

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

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

1. Services

During the Term of this Agreement, WCRESA shall:

XXXXXXXXXX

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

Name	Title	Phone	Email Address

2. Supplier Responsibilities

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

XXXXXXXXXX

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

Name	Title	Phone	Email Address

3. Compensation

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

XXXXXX

4. Invoicing

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

5. Payment Terms

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

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

6. Taxes

WCRESA is exempt from all federal, state and local taxes. WCRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WCRESA.

7. Term

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

8. Relationship of the Parties

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

9. Confidentiality

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

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

10. Compliance with Laws

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

11. Warranties and Warranty Disclaimer

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

12. Limitation of Liability

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

13. Indemnification and Hold Harmless

The Supplier shall indemnify and hold harmless WCRESA, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. WCRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
- d. The Supplier shall reimburse WCRESA any expenses incurred as a result of the Supplier's failure to fulfill any obligation in a professional and timely manner under the Agreement.

14. Insurance

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

- a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of \$100,000 per occurrence/\$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - i. Contractual Liability;
 - ii. Products and Completed Operations;
 - iii. Per contract aggregate.
- c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1 million per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- e. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to WCRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184."
- g. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WCRESA at least ten (10) days prior to the expiration date.

15. Default and Termination

- a. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WCRESA may notify the Supplier of such default in writing.

- b. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WCRESA in the case of notice by the Supplier.
- c. Failure on the part of WCRESA to notify the Supplier of default shall not be deemed a waiver by WCRESA of WCRESA's rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.
- d. Upon receipt of notice of default from WCRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WCRESA, WCRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WCRESA for damages sustained by virtue of any default by the Supplier.
- e. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WCRESA prevails, the Supplier shall pay all expenses of such action including WCRESA's attorney fees and costs at all stages of the litigation.
- f. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
- g. Termination of the Agreement by WCRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

16. Miscellaneous

- a. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities. However, either party may use the other party's name, trade name, trademark or other designation with the prior written approval of the other party.
- c. Notices: All notices, requests and demands given to or made upon the Parties will be in writing and will be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

To	Contact
WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: XXXXXXXXX
Copy to WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: XXXXXXXXX
Supplier:	
Copy to Supplier:	

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

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

SUPPLIER: XXXXXX

**WAYNE REGIONAL EDUCATIONAL
SERVICE AGENCY:**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____