

CHIPPEWA VALLEY SCHOOLS

REQUEST FOR PROPOSAL # 1.2021

Service Level Agreement Contract for VBlock Converged System

Bid Issue Date: April 26, 2019

Bid Due Date: May 16, 2019, 2:00 pm

**CHIPPEWA VALLEY SCHOOLS
19120 CASS AVENUE
CLINTON TOWNSHIP, MI 48038**

I. BID REQUIREMENTS

INTRODUCTION/PURPOSE

The intent of this Request for Proposal (herein known as "RFP") is to source a responsive and responsible IT Service Provider for Chippewa Valley School's (herein known as "District") converged VBlock System per the requirements and specifications of this RFP. The District has been under contract for this SLA and all components are currently performing in industry standards.

District shall select the Bidder that offer the best value and expertise for this Service Level Agreement (herein known as "SLA") contract. The District may elect to award to one bidder, not award at all, or split the award to more than one bidder at its sole discretion. The District intends to award this contract in May 2019.

This RFP is a Firm Fixed Lump Sum annual contract covering the time period of July 1, 2019 – June 30, 2020. Awarded Bidder (herein known as "Contractor") shall provide all labor, supervision, parts, tools, parts, equipment, transportation, and all expertise and effort necessary to perform said services in accordance with industry standards.

GENERAL SCOPE OF WORK

Bidder to provide data center hardware support on storage, servers and networking on District's converged VBlock System, which includes both EMC and CISCO hardware. This SLA shall provide 24 hour, 7 days a week, 52 weeks a year help desk telephone support, onsite technician labor and expertise to diagnose problems, trouble shoot, replacement of needed parts, and call-home monitoring services. On-site services shall occur within 4 hours of diagnosis. Bidder is solely responsible for all costs associated with the successful performance of this contract.

BID INQUIRIES

Direct questions related to this RFP to Laura Harrington, Purchasing & Risk Management Supervisor, Chippewa Valley Schools, and submit such questions in writing no later than seven (7) days prior to the bid opening date. Include the RFP number, page, section and paragraph number for each question. Send all questions by fax or e-mail to Laura Harrington at the Chippewa Valley Schools Purchasing Department, by fax at (586) 723-2128 or via email at purchasing@cvs.k12.mi.us

Bidders must clearly understand that the only official answer or position of the district will be the one stated in writing by addendum. For general questions, call (586) 723-2150. Do not mail questions as the envelope will be left unopened until the bid opening date and time.

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Purchasing Department such error in writing and request modification or clarification of the document. The Purchasing Department will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the District's Purchasing Department.

Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived.

ADDENDA

Addenda issued during the time of bidding shall become part of the contract documents and receipt thereof shall be acknowledged on the bid proposal. Addenda will be mailed or delivered to all who are known by the District to have a set of contract documents. Copies of addenda will be made available for inspection wherever contract documents are on file for that purpose. Each Bidder shall ascertain prior to submitting their bid that they have received all addenda issued.

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Bidder acknowledges that it has read, understands and adheres to the insurance requirements for the proposal. Bidder also understands that the evidence of required insurance must be submitted

within ten (10) working days following notification of its offer being accepted; otherwise, District may rescind its acceptance of the Bidder's proposal.

DOCUMENTATION REQUIREMENTS

Bidder must utilize the format specified in the proposal documents. Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. The District will not permit changes to the submissions after the proposals are received and opened except as authorized by law.

Submission of a proposal shall constitute Bidder's representation that neither Bidder nor an officer, agent or employee of Bidder, or the spouse, parent or child of an officer, agent or employee of Bidder, is involved in the ownership, operation or management of any subcontractor claiming status as a business for purposes of this Contract. Furthermore, submission of a proposal shall constitute Bidder's representation that every subcontractor claiming status as a Business for purposes of this Contract has been doing business under its current name and ownership for at least three years prior to proposal date in the trade in which it will be employed by Contractor in the performance of Contract work.

Bidder must certify that no official or employee of the Chippewa Valley Schools is peculiarly interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise there from, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

DELIVERY OF PROPOSALS

All proposals are to be sealed and delivered on or before **2:00 p.m.**, local time, on **May 16, 2019**, to:

Chippewa Valley Schools
ATTN: Purchasing Department
19120 Cass Avenue
Clinton Township, MI 48038

The District will not accept any proposals received after 2:00 p.m. local time and shall return such late proposals to the Bidder. District will not accept faxed or emailed proposals.

Bidders must **submit one (1) Original**, and **one (1) copy** of the proposal response. List the Bid Number on the outside of the box or envelope and note "Request for Proposal enclosed."

PROPOSALS AND PRESENTATION COSTS

The District will not be liable in any way for any costs incurred by any Bidder in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the opening date of the RFP, until time of award.

SOLE BIDDER

It is the District's intent that this RFP permits competition. It shall be the Bidder's responsibility to advise the District in writing if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. District shall receive such notification no later than seven (7) days prior to the date set for acceptance of bids.

If only one bid is received in response to the RFP, a detailed cost proposal will be requested of the single Bidder, upon request by District. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

II. BID AWARD PROCESS

EVALUATION OF PROPOSALS

Bidders shall exercise particular care in reviewing the specifications required for this RFP. Submission of a proposal to the District's Purchasing Department offers no rights upon the Bidder nor obligates the District in any manner. The District's Purchasing Department 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.

The District reserves the right to waive any irregularities in proposals, provided that such action is in the best interest of the District. Any such waiver shall not modify any remaining RFP requirements or excuse the Bidder from full compliance with the RFP specifications and other contract requirements if the Bidder is awarded the Contract.

REJECTION OF PROPOSALS

The District reserves the right to accept or reject in whole or in part any or all proposals submitted. The District shall reject the proposal of any Bidder that is determined to be non-responsive. The failure of a Bidder to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

REQUESTS FOR CLARIFICATION OF PROPOSALS

The District reserves the right to request qualification information from any Bidder or other sources before issuing documents, receiving bids or awarding a contract. The District may, at its sole discretion, accept or reject Bidders as qualified. The right to waive any informalities in qualification materials is reserved by the District. The Bidder, in submitting his/her bid, agrees to accept the decision of the District as final.

METHOD OF SOURCE SELECTION

An award, if made, will be made to the responsible and responsive Bidder(s) whose proposal is most advantageous to the District, taking into consideration price and the other factors set forth in this RFP. The District may, as it deems necessary, conduct discussions with those Bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. The District may exercise their right to conduct discussions with none, one, some or all of the Bidders without penalty.

EVALUATION CRITERIA

The District may consider the following factors in evaluating the bid responses, in no order of importance:

1. Adherence to all bid requirements and submittal documents.
2. Pricing and payment terms.
3. Capability and skill—technical qualifications, certifications, and training
4. Experience with Hardware.
5. Responsiveness and Support.
6. The Bidder's past relationship with the District, if applicable.
7. Feedback from references.
8. Any new factor discovered during the bid evaluation process, whether or not specifically listed in the RFP document.
9. Any other relevant factor specifically listed in the bid.

III. CONTRACT REQUIREMENTS

GENERAL DESCRIPTION OF REQUIRED PERFORMANCE OUTCOMES

Where not more specifically described in any of the various sections of these specifications, services shall conform to all of the methods and operations of best standards and accepted practices of the profession involved, and shall include all work "turn-key" required for completion of the services.

HOURS OF WORK

The Contractor will coordinate with the District contact person for scheduling necessary onsite work. In general, onsite work hours will be from 8:00 a.m. to 4:00 p.m., Monday through Friday. Contractor may need to modify work periods upon advance request by the District. The District reserves the right to assign a non-traditional workday or workweek schedule as specifically designated by the District for a particular Work Order.

TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the District's Purchasing & Risk Management Supervisor. If such written consent is granted by the District, all terms and conditions, including pricing, shall remain in force for the duration of the Contract.

The Contractor declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the District is directly or indirectly interested in this bid; and he proposes and agrees that if this proposal is accepted he will contract with the District in accordance with the specifications, also the terms and conditions as spelled out in this bid form.

No person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this RFP if that person has been convicted of any felony offense involving the distribution of controlled substances and, for contracts to be performed for on-site services to the District, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" as defined in MCL 380.1535a(1).

CONTRACT PERIOD

If awarded, the contract will commence July 1, 2019 – June 30, 2020 for an initial one (1) year term, unless terminated as provided for herein. Additionally, the term may be extended five (5) times for periods of one (1) year upon mutual agreement.

Price increases may be adjusted only at the time of contract renewal, if both parties are in agreement. Any labor cost increase shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, for the most recent 6 month period (<http://www.bls.gov/databases> & tools, ECI, Total Compensation, Private Industry, 6 month percent change) or up to a maximum 5.0% increase on the current pricing, whichever is lower. Parts and equipment cost increases shall be limited to a maximum of 5.0% on an annual basis. Price decreases in favor of the District are acceptable at any time throughout the term of the contract.

CONTRACT CANCELLATIONS AND SUSPENSIONS

The Contract will be monitored for acceptable services rendered throughout the contract period. The District reserves the right to cancel and terminate any Contract(s), in part or in whole, for any reason or for no reason, without penalty, upon notice to the Contractor. District will have the option to cancel the contract for any reason with thirty (30) days' notice. District reserves the right to cancel the Contract with ten (10) days' notice after Contractor has been unable or unwilling to cure the violation(s). Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in

either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

As a result of such delay, the District reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the District. This suspension will be without compensation to the Contractor, other than to adjust the contract completion requirements.

INVOICING PROCEDURE

The Contractor shall submit quarterly invoices to cover the prior 3 months SLA services using the agreed upon contracted pricing. The invoice shall in a format acceptable to the District.

District shall be responsible to pay invoice upon satisfactory completion of services within 30 days of receipt of invoice. Contractor is encouraged to provide a discount for early payment.

The Contractor is prohibited from using this contract in billing for any commodity or service that is not covered specifically under this contract nor approved by the District. Costs for services shall not include additional fees for delays or return trips due to Contractor's unfamiliarity with District's infrastructure or errors.

HOLD HARMLESS AND INDEMNIFY GUARANTEE

The Contractor, to the fullest extent permitted by law, agrees to defend, pay on behalf of, indemnify, and hold harmless Chippewa Valley Schools, its elected and appointed officials, employees and volunteers, and others working on behalf of Chippewa Valley Schools, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Contractor by reason of personal injury, including bodily injury or death and / or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract.

INSURANCE REQUIREMENTS

A sample Certificate of Insurance shall be included with Bidder's proposal. In addition, prior to commencement of any work, a Certificate of Insurance executed by Contractor's insurance agent or carrier showing required insurance coverage shall be submitted, specifically naming Chippewa Valley Schools. Each insurance policy to be furnished by successful Contractor shall include, by endorsement to the policy, a statement that a notice shall be given to Chippewa Valley Schools by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan.

Contractor shall provide Certificates of Insurance evidencing the above-required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Purchasing Department.

As a condition of performing work for the District as a Contractor, the Contractor must provide District with satisfactory evidence of their insurance coverage as follows:

Commercial General Insurance: \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate coverage for Contractual Liability, Premise/Operations, Independent Contractors, Broad Form Property Damage, Products/Completed Operations and Personal Injury.

Business (Commercial) Automobile Liability Insurance: \$1,000,000 Per Occurrence, Combined Single Limit for bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

Worker's Compensation, including Employers' Liability Insurance: covering your statutory obligations in the State of Michigan.

Umbrella Liability coverage for \$10,000,000 Per Occurrence
Professional Errors & Omissions coverage for \$10,000,000
Crimes including Third Party coverage \$3,000,000
Security/Privacy coverage \$10,000,000

Insurance Terms and Conditions:

1. Products-completed operations liability must be maintained for not less than one year after acceptance of completion of your work.
2. Each insurance carrier shall have a Best's rating at B+ VII or better, and acceptable to the District.
3. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.
4. The District shall be named as an additional insured by endorsement on the Contractor's policy. This coverage shall contain no special limitations on the scope of protection afforded to the District.
5. The Contractor's insurance coverage shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
6. Any and all deletions/exclusions/restrictions from this coverage require the prior written consent of Chippewa Valley Schools.
7. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall be liable for the payment of any deductible over \$1,000 applicable to any coverage.
8. General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.
9. If Contractor, for any reason, fails to provide and maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The District, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

IV. WORK AND EQUIPMENT SPECIFICATIONS

The information furnished in this RFP is **not** intended in any way to describe or guarantee either the maximum or minimum amount or type of work to be done. Information in this RFP is to be used for illustrative purposes and is no guarantee to be complete or accurate. The Contractor will be required to complete all services as needed by the District during the period of the contract.

Contractor shall provide a complete, workmanlike, well executed work in accordance with these specifications and all applicable national, state and local codes. All services shall be executed by licensed personnel, as required by law, as well as factory trained and authorized/certified by EMC and CISCO. In cases of conflict between requirements, the requirement which in the opinion of Chippewa Valley Schools, more advantageous to the District, shall govern.

Workers shall be thoroughly experienced in the particular class of work in which they are employed. District reserves the right to demand immediate removal of any member of the Contractor's staff that, in the District's opinion, impedes the progress of the work or violates any laws or District policies.

All parts and equipment shall be Original Equipment Manufacturer (OEM), "brand new", provided by the Contractor, and the current standard product of an established manufacturer. Materials shall be of the highest quality.

Hardware is located at the District's Administration Building, 19120 Cass Avenue, Clinton Township, MI 48038. A detailed and current list of OEM hardware is shown below:

<u>MODEL</u>	<u>QTY</u>
VMAX 10K BASE INFRASTRUCTURE 1	1
VMAX 10K 4Gb 7_2K 2000GB DRIVE	2
VMAX 10K 4Gb 10K 600 DRIVE	1
VMAX 10K 200GB FLASH DRIVE R1	64
VMAX 10K 2000GB 7_2K DRIVE R1	9
VMAX 10K ENGINE - 96GB	4
VMAX 10K 15 SLOT DAE W/HIGH EFF PS	32
VMAX 10K 8Gb 8MM FC PORTS	8
VMAX 10K SCALE INFRASTRUCTURE 2E 1P	1
VMAX 10K SCALE INFRASTRUCTURE 3E 1P	1
VMAX 10K SCALE INFRASTRUCTURE 4E 1P	1
VG2 GATEWAY ENCLOSURE WITH 1 DATA MOVER	1
GATEWAY CONTROL STATION SERIES B	1
GATEWAY C-STATION SERIES B – SECONDARY	1
4FC 8GB PORTS FACTORY	2
10GBE OPT DUAL PORT FACT	4
VG2 GATEWAY SINGLE DATA MOVER	1
VNXE3100 2XSP DPE 8GB 12X3.5 6X300GB SAS	1
1 GB IO MODULE	2
12TB SAS DISK PACK (6 X 2TB 7200RPM)	1
MDS 48PORT 8GB FC SWITCH 16 ACTIVE PORTS	1
MDS 48PORT 8GB FC SWITCH 16 ACTIVE PORTS	1
2/4/8-GBPS FC SHORTWAVE SWITCH SFP LC	96
VMAX 10K ENGINUITY SUITE NON-SATA 1TB	3
VMAX 10K ENGINUITY SUITE CAP UPG LIC	1
VMAX 10K BASE SW SUITE II CAP UPG LIC	1
CISCO 5108 UCS CHASSIS	6
6248UP FABRIC INTERCONNECTS	2
UCS B230 M2	36
NEXUS 5548UP	2
MDS 9148	2

V. BID PROPOSAL FORM

BID PACKAGE: Service Level Agreement Contract for VBlock Converged System RFP 1.2021

DUE DATE: May 16, 2019, 2:00 p.m. local time.

TO: Chippewa Valley Schools
ATTN: Laura Harrington
Purchasing Supervisor
19120 Cass Avenue
Clinton Township, MI 48038

INSTRUCTIONS FOR SUBMITTING BID - Bidder is required to submit one (1) original and two (2) copies of bid submittal. Submit only the following completed forms with your bid. Chippewa Valley Schools requires bidders to submit information **ONLY** on Forms provided through this RFP.

1. Bid Proposal Form, including pricing
2. Proposal Binder
3. Iran Sanctions Affidavit
4. Certificate of Liability Insurance
5. Required Professional Licenses and Certifications

Failure to submit the forms/information listed above may be cause for disqualification of bid.

AGREEMENTS

The undersigned understands that the District reserves the right to reject any and all bids and to waive informalities and irregularities in bidding. District also reserves the right to hold bids for 90 days from bid opening date.

District reserves the right to accept or reject any or all proposals in whole or in part, or to waive any informality therein. If in the District's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, service, etc.

If award is made to us under this proposal, we agree to enter into an agreement with Chippewa Valley Schools to furnish services, in strict accordance with this proposal, bid documents and all pertinent portions of specifications.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Chippewa Valley Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Chippewa Valley Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF BIDDER

Firm Name: _____

Address: _____

City/State/Zip: _____

Name of Contact Person: _____ Title: _____

Telephone: _____ x _____ Fax: _____

Email: _____ Website Address: _____

Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

LEGAL STATUS OF BIDDER: A Company organized and existing under the laws of the State of _____

ADDENDA

The undersigned acknowledges receipt of the following addenda

Addendum # _____ dated _____ Addendum # _____ dated _____

Addendum # _____ dated _____ Addendum # _____ dated _____

REFERENCES

List the names of three local school district references to your bid for similar sized projects in which Bidder provided similar services for at least 12 months.

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

NAME OF DISTRICT: _____

CONTACT PERSON: _____ PHONE NO: _____

PROPOSAL PRICING

FIRM, FIXED LUMP SUM PRICING:

\$ _____ ANNUAL

CONTRACT EXTENSION PERIODS:

This contract may be renewed annually, up to 5 total renewals, upon mutual agreement. The option of which will be determined at the end of the first contract year. District plans to utilize the U.S. Bureau of Labor Statistics Employment Cost Index (<http://www.bls.gov>) or up to a maximum 5% increase on the current labor pricing, whichever is lower, for the most recent 6 month period as the basis for labor pricing changes. Parts shall not exceed 5.0% increase for any extended 12 month period.

Bidder shall indicate agreement with only One of the below choices:

Bidder Agrees or Bidder Does Not Agree with utilizing this index for possible contract extensions.

If Bidder does not agree with utilizing this index, then Bidder must offer an alternative index below:

Alternative Index: _____

PROPOSAL BINDER AND TAB REQUIREMENTS

The items listed below shall be submitted as your qualifications and in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Bidder to include all listed items may result in rejection of their proposal.

Tab I, Bid Required Forms

Bidder shall submit District's Bid Proposal and Pricing Form, as shown in Section V of RFP document. Bidder shall also include required Affidavit Form.

Tab II, Sample Contract Agreement

Bidder shall submit evidence of agreement to or dissension from the District's proposed contract agreement (see Exhibit A).

Tab III, Management Summary

Provide a cover letter indicating the underlying philosophy of your firm in providing the service to a K-12 school district.

Tab IV, Personnel

Attach an organizational chart of your firm, showing only those personnel who will actually work on and be responsible for this contract. Include resumes of all members of the Contractor's team that are to provide services to this account. The resumes should describe the two most similar projects worked on by each individual and their role on those projects. Also include administrative, support and billing personnel to be involved on District's account.

Tab V, Technical Experience

Provide detailed examples of your work experience in the District's buildings and other fieldwork you have recently performed. Provide specific information about your firm in regards to these areas listed below:

- Cisco Certifications
- EMC Certifications
- VCE Certifications

Tab VI, Exceptions to RFP

Indicate any exceptions to the general terms and conditions of the RFP, to insurance requirements, proposed contract, or any other requirements listed in the RFP. In the absence of any entry on the section below, the Bidder assures the District of their full compliance with the specification and conditions as listed in this RFP.

Tab VII, Additional Requests issued through Addendums

This tab is reserved for any new information and/or requests required by District during the RFP process.

EXHIBIT A: CONTRACT AGREEMENT

SERVICE LEVEL AGREEMENT FOR VBLOCK CONVERGED SYSTEM RFP 1.2021

CONTRACT PERIOD: July 1, 2016 through June 30, 2017, with the option of five (5) annual contract extensions upon mutual written agreement.

SECTION I. Conditioned upon Vendor being awarded by the Chippewa Valley School Board of Education, or award being made administratively, the bid requirements set out in RFP 1.2021, and upon order of the Township of Clinton, Michigan, Vendor does hereby agree to provide above services to Chippewa Valley Schools in accordance with the terms of Vendor's submitted Bid Proposal and the Specifications in above referenced RFP, the services listed in the RFP as awarded to Bidder in the Board of Education resolution awarding such bid to Vendor. Execution of said Resolution shall evidence Chippewa Valley Schools' acceptance of this contract.

SECTION II. Chippewa Valley Schools agrees to pay Vendor at the prices listed in the Bid Proposal within 30 days and Specifications with payment being subject to any discount terms stated upon the Bid Page and Specifications, and subject to any payment terms contained elsewhere within this contract and its attachments.

SECTION III. Vendor agrees to maintain the following minimum insurance limits as indicated in RFP document: commercial general liability of \$1,000,000 each occurrence, \$2,000,000 general aggregate and products completed. Automobile coverage of \$1,000,000 per accident. Workers' compensation as required by the State of Michigan and Employers' Liability insurance with limits of liability of \$1,000,000 per accident. Employer's Umbrella Liability coverage for \$10,000,000 per accident. Professional Errors and Omissions coverage for \$10,000,000. Crime including third party coverage of \$3,000,000. Security/privacy coverage of \$10,000,000. Chippewa Valley Schools shall be listed as additional insured on these policies.

SECTION VI. Vendor shall at all times adhere to all current and future state and federal laws and requirements as it relates to working with a public Michigan K-12 school district. This section includes, but is not limited to, School Safety Legislation and Affordable Health Care. Vendor also confirms that participation in this agreement is not the result of collusion or any act of fraud. Vendor has also disclosed any and all familial relations to employees or Board of Education at Chippewa Valley Schools. Vendor shall keep District records confidential at all times.

SECTION V. It is understood that the following documents: the Advertisement for Bid, the RFP, any issued addendums, and Vendor's Bid Proposal are hereby made a part and parcel of this contract and incorporated herein for all purposes.

SECTION VI. The date of any payment shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification herein provided, whichever is later.

SECTION VII. Venue of any court action brought directly or indirectly by reason of this contract shall be in Clinton Township, Michigan. This contract is made and is to be performed in Clinton Township, Michigan.

SECTION VIII. If Vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Vendor by the Purchasing Supervisor of Chippewa Valley Schools. Chippewa Valley Schools' reserves the right to terminate or cancel this contract, in whole or in part, immediately for due cause or upon thirty days' notice for convenience.

Vendor Information:

School District Information:

Company Name _____

Chippewa Valley Schools _____

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____