

Battle Creek Public Schools
UNIVERSAL SERVICE FUND REQUEST FOR PROPOSALS
FY23 E-RATE (2023-2024)

I. INVITATION TO BID

Battle Creek Public Schools, hereby known as “District”, will accept sealed Bid responses (“Bids”) to this Request for Proposals (RFP) which comply with the Invitation To Bid, Universal Service Fund (USF) Conditions, General Conditions and Products and Services Specifications set forth below and submitted to the District at the following address:

Battle Creek Public Schools
Administration Building-Attn: Ryan Miller
3 W Van Buren Street
Battle Creek, MI 49017

A. BID ACCEPTANCE

This RFP is not an offer to enter into a contract, but rather a solicitation for Bids. All Bids must be submitted in a sealed opaque envelope labeled “*FY23 USF Bid*” and “*February 20, 2023*”. *The bidder must also include an electronic copy of all bid materials on a flash drive as well as the paper copies.*

1. No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.
2. The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.
3. No Bids will be considered after **2:00 PM February 20, 2023**
4. If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due on the next day that the District is open.
5. The District reserves the right to reject Bids submitted without a signed Signature Page, Familial Disclosure Affidavit, and Iran Linked Business Affidavit.

B. BID OPENING

All timely submitted Bids received by the District will be opened at the Battle Creek Public Schools, 3 W Van Buren Street, Battle Creek, MI 49017 at **2:00 PM, February 20, 2023** for recommendation to the Board of Education at a future regularly scheduled meeting.

II. UNIVERSAL SERVICE FUND (USF) CONDITIONS

A. IDENTIFICATION NUMBER

The service provider’s USF Service Provider Identification Number (SPIN) *must* be included in the Bid. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.

B. FUNDING REQUESTS (FY23 E-Rate)

The specified products and/or services are to be provided for FY23 (July 1, 2023-June 30, 2024) and must qualify for universal service discounts under the FY23 universal service support mechanism, E-rate. No invoices will be DATED or PAID before July 1, 2023.

C. UNIVERSAL SERVICE DISCOUNTS

The service provider contract is conditional upon the District receiving universal service discounts under the FY23 universal service support mechanism, E-rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.

D. UNIVERSAL SERVICE DISCOUNT IMPLEMENTATION

The District reserves the unrestricted right to specify the filing option for the universal service discounts for each product and/or service offered within a Bid: Billed Entity Applicant Reimbursement (BEAR) *or* Service Provider Invoice (SPI).

E. ELIGIBLE PRODUCTS AND SERVICES

The USF eligible products and/or services identified on the USAC FY23 (2023-2024) Eligible Services List (ESL), which is incorporated herein by reference, must be identified separately from any and all “ineligible” products and/or services in the Bid.

F. LOWEST CORRESPONDING PRICE

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate applicant for similar services. Service Providers cannot charge E-rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.

III. GENERAL CONDITIONS**A. RIGHTS OF ACCEPTANCE OR REJECTION**

The District’s Board of Education reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

B. VARIANCE AND PRICE

Any variance from the specifications in section IV A, B, and C of this RFP must be fully explained in writing by the bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the District changes the quantity of the item or unit needed.

C. MANUFACTURER(S) BRANDS/MODEL NUMBERS

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

D. MANUFACTURER(S) SUBSTITUTIONS

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services for any reason.

E. MANUFACTURER(S) DISCOUNTS

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor for the specified products and/or services. The selected vendor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

F. CLEAN-UP

The selected vendor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor.

G. ROYALTIES AND PATENTS

The selected vendor must pay for all royalties, copyright, trademark and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

H. ADDENDA

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum to the RFP URL identified on the FCC Form 470 and posted onto the web at the USAC EPC website. All bidders shall be responsible for checking the RFP URL for any addendum issued by the District. No verbal statements by the District will be considered as binding or enforceable against the District. No requests for clarifications or modifications will be processed within four (4) days immediately prior to the Bid opening date.

I. FEDERAL, STATE AND LOCAL TAXES

All products and/or services furnished by the selected vendor must comply with all applicable federal, state and local codes, and regulations. All Bids must include, and the selected vendor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

J. QUALIFICATION OF BIDDERS

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any bidders on the basis of available information concerning the bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in section III.C above. The District may request any and all bidders to submit the following information before awarding the contract:

1. The bidder's performance record(s).
2. The address of the bidder's plant or permanent place of business and a description of the products and/or services requested.
3. An itemized list of the bidder's equipment, plant, and personnel.
4. The bidder's financial statement(s).
5. A description of any project, which the bidder has completed in a satisfactory manner.
6. Any additional information that will satisfy the District that the bidder is adequately situated and able to fulfill the terms of the proposed contract.
7. A description of any other project(s) that will be performed simultaneously with the District's project(s).

K. NO DISCRIMINATION

The selected vendor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

L. PRODUCTS AND SERVICES SPECIFICATIONS

It is the intent of the specifications in section IV A, B, and C of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes, and distributes products and services to the school market.

M. VARIATIONS FROM SPECIFICATIONS

All variations from the specified products and/or services must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases. The District reserves the right to increase or decrease quantities or modify the specifications. The selected vendor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

N. MAILING OF BIDS

All Bids must be mailed in an opaque, sealed envelope and clearly marked as indicated in the Invitation to Bid section I. above.

O. NOT ACCEPTED

No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

P. WITHDRAWAL OF BIDS

Upon presentation of proper identification, any bidder may withdraw his/her Bid at any time prior to the scheduled Bid opening date and time. After the opening of the Bids, no Bid can be withdrawn for a period of sixty (60) days.

Q. SIGNATURE PAGE

The signature page, section V., required in this RFP must be in longhand, in ink, by an authorized representative and submitted with the Bid. Bids in non-compliance with this request, will be subject to rejection.

R. NOTICE OF AWARD

The contract(s) will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.

S. GUARANTEE

The selected vendor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, one (1) year after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the one (1) year period must be corrected or replaced within thirty (30) days.

T. PARTIAL BIDS

Partial Bids will be considered, where appropriate.

U. FAMILIAL DISCLOSURE

The Bid shall be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the bidder and/or any employee of the bidder and any member of the District's Board of Education and/or Superintendent. The Board of Education will not accept a Bid that does not include the sworn and notarized familial disclosure affidavit, section VI. Bids in non-compliance with this request are subject to rejection.

V. CANCELLATIONS

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

W. NO SMOKING POLICY

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All bidders shall comply with this no smoking policy.

X. IRAN LINKED BUSINESS AFFIDAVIT

The Bid shall be accompanied by a sworn and notarized affidavit that represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Michigan Public Act No. 517 of 2012, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The Board of Education will not accept a Bid that does not include the sworn and notarized Iran Linked Affidavit, section VII. Bids in non-compliance with this request are subject to rejection.

IV. PRODUCTS AND SERVICES SPECIFICATIONS

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor reliability, warranties and familiarity with the scope of work and the facilities of the District. The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

A. INTERNET ACCESS / TELECOMMUNICATIONS

1. Leased Lit Fiber Line Service

The District is accepting Bids for **10Gbps** dedicated leased lit fiber line service for (10) dedicated circuit lines. The line connection is from the locations listed in the table below to **Battle Creek Central High School, 100 W. Van Buren Street, Battle Creek MI 49017**. This service is for the time period from July 1, 2023 through June 30, 2024. Multiple year proposals are acceptable. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

Building Name	Address	City	State	Zip
Ann J. Kellogg School	306 Champion Street	Battle Creek	MI	49037
Dudley School	308 Roosevelt Avenue W.	Battle Creek	MI	49037
Post Franklin School	20 Newark Avenue	Battle Creek	MI	49017
Lamora Park School	65 N. Woodlawn Avenue	Battle Creek	MI	49037
Northwestern Middle School	176 Limit Street	Battle Creek	MI	49037
Battle Creek Public Schools Bus Garage	315 West Goodale	Battle Creek	MI	49037
Springfield Middle School	1023 Avenue A	Springfield	MI	49037
Valley View Elementary School	960 Avenue A	Springfield	MI	49037
Verona Elementary School	825 Capital Ne	Battle Creek	MI	49017
Battle Creek Area Math and Science Center	171 W Michigan Avenue	Battle Creek	MI	49037

2. Leased Dark Fiber Line Service

The District is accepting Bids for 2 strands of dark fiber line service for (10) dedicated circuit lines. The line connection is from the locations listed in the table below to **Battle Creek Central High School, 100 W. Van Buren Street, Battle Creek MI 49017**. This service is for the time period from July 1, 2023 through June 30, 2024. Multiple year proposals are acceptable. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

Building Name	Address	City	State	Zip
Ann J. Kellogg School	306 Champion Street	Battle Creek	MI	49037
Dudley School	308 Roosevelt Avenue W.	Battle Creek	MI	49037
Post Franklin School	20 Newark Avenue	Battle Creek	MI	49017
Lamora Park School	65 N. Woodlawn Avenue	Battle Creek	MI	49037
Northwestern Middle School	176 Limit Street	Battle Creek	MI	49037
Battle Creek Public Schools Bus Garage	315 West Goodale	Battle Creek	MI	49037
Springfield Middle School	1023 Avenue A	Springfield	MI	49037
Valley View Elementary School	960 Avenue A	Springfield	MI	49037
Verona Elementary School	825 Capital Ne	Battle Creek	MI	49017
Battle Creek Area Math and Science Center	171 W Michigan Avenue	Battle Creek	MI	49037

Direct any and all questions regarding **Section IV A** of this RFP to: **Ryan Miller, Director of Technology, Student Data, and Innovation** at: rmiller2@battle-creek.k12.mi.us

V. SIGNATURE PAGE

I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the USF conditions, general conditions and product and services specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.

SUBMITTED BY:

Company Name: _____

Company Address: _____

City, State & Zip: _____

Telephone: _____

Fax: _____

Representative Name: _____

Title: _____

Signature: _____

Date: _____

VI. FAMILIAL DISCLOSURE AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the bidder and any member of the Board of Education of the District and/or the Superintendent of the District.

The undersigned, owner or authorized officer of _____ (the bidder), pursuant to the familial disclosure requirement provided in the Battle Creek Public Schools Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder or any employee of the bidder, and any member of the Battle Creek Public Schools Board of Education and/or the Superintendent.

The following are the bidder’s familial relationship(s) with the Battle Creek Public Schools:

	Bidder/Employee	Name Related to:	Relationship
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages, if necessary, to disclose all familial relationships.)

There is no familial relationship that exists between the bidder and/or any employee of the bidder and any member of the Battle Creek Public Schools Board of Education and/or the Superintendent.

Bidder:

(Company Name)

By: _____
(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for _____ County, _____ on this ___ day of _____, 20__.

(Notary Public Signature)

SS:

My Commission expires: _____

Acting in the County of: _____

VII. IRAN LINKED BUSINESS AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.

The undersigned, owner or authorized officer of _____ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the Battle Creek Public Schools Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

There is not an “Iran Linked Business” that exists within the bidder and/or owner, officers, directors, and employees.

Bidder:

(Company Name)

By:

(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for

_____ County, on this ____ day of _____, 20__,

(Notary Public Signature)

SS:

My Commission expires: _____

Acting in the County of: _____