

## REQUEST FOR BIDS

**THIS IS NOT AN ORDER**

### ALGONAC COMMUNITY SCHOOLS ALGONAC, MICHIGAN

DATE: December 20, 2011

Bids will be received at the Algonac Community School District Department of Purchasing, 1216 St. Clair Blvd, Algonac, Michigan, until 2:00 PM (E.S.T) on Thursday, the 19<sup>th</sup> day of January 2012 at which time they will be publicly opened and read. Bids **MUST** be clearly marked on the outside of the envelope and sent to the attention of Algonac Director of Business Services.

#### INSTRUCTIONS TO BIDDERS

1. Unless otherwise called for, only one copy of the Bid Form, typewritten or printed in ink, must be submitted.
2. Read and comply as applicable with the Standard Terms and Conditions.
3. No taxes are to be included in any bid price. Generally, states and political subdivisions are exempt from Federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.
4. Bidders are urged to compute all discounts for prompt payment into the bid price, with terms of payment to be Net 30 days. Such bids may receive preference. If a cash discount is offered and accepted it will be considered earned if paid within 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
5. Trade discounts, when quoted, should be reduced to a single percentage. For example, instead of 50, 10, and 5 percent, the discount should be stated as 57.25%.
6. It is the bidder's responsibility to have the bid correctly marked and in the purchasing office by the specified date and time for opening.
7. The execution of bid form along with any accompanying documents must be completed and returned with your bid in a sealed envelop addressed and marked as follows:

Algonac Community Schools  
1216 St. Clair Blvd.  
Algonac, Mich. 48001  
**Internet Service**

8. The familial relation form must be completed, signed and notarized and included with your bid documents.
9. No bid will be accepted or read after the specified time and date of bid submission.

ALGONAC COMMUNITY SCHOOLS  
STANDARD BID AND CONTRACT  
TERMS AND CONDITIONS

All bids are subject to the below  
Standard terms and Conditions

1. **Delivery:** All goods or services quoted must be delivered F.O.B. Algonac Community Schools with all transportation charges prepaid and included in the bid price. Title does not transfer to the school district until receipt.
2. **Acceptance and Rejection:** The school district reserves the right to accept or reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
3. **Modifications:** The school district reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this bid as so modified and subsequent thereto.
4. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid information form. Further, as may be specified elsewhere, each bidder may submit with his bid, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature previously submitted does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection. Include all warranty information.
5. **Patents:** The contractor agrees to hold and save the school system, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost or judgment for patent, copyright or trademark infringement arising out of the purchase or use of equipment, materials, supplies, or service covered by this contract.
6. **Taxes:** No taxes are to be included in any bid price. Generally the school system is exempt from federal and state taxes. To the extent any sales, import or other taxes apply they are to be listed and invoiced as a separate item.
7. **Cash Discounts:** Cash discounts may be considered in determining the successful bidder. If a cash discount is offered and accepted it will be considered earned if paid within 30 days after receipt of the correct invoice or acceptance of goods, services or installation whichever is later.

8. **Performance and Default:** It is understood and agreed that the delivery date and/or the date of installation after receipt of the purchase order is the seller's best offer. In its acceptance of any quotation offer, the school district is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of seller's failure to deliver as and when promised, the school district reserves the right to cancel its accepting order, or any part thereof, and the seller agrees that the school district may return all or part of any shipment so made, and may charge the seller with any loss or expenses sustained as a result of such failure to deliver as promised.
9. **Samples:** Samples may be requested as a part of this solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at the bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
10. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
11. **References:** References may be requested as a part of the solicitation or after the opening of bids. When requested they are to be furnished as called for. Failure to honor this request will cause the bidder to be subject to rejection.
12. **Experience:** The bidder must be a firm established not less than 5 years in the field for which this bid is solicited.
13. **Security:** Each bid shall be accompanied by a bid security in the form, at bidders option, of a cashiers check or a standard bid bond in favor of the school district and in the amount of 5% of bid price, as guarantee that the bidder will within 12 calendar days after notice of award have entered into a contract in accordance with his bid as accepted. Security may be retained until a contract has been successfully entered into, it is determined that no contract will be awarded, or time for consideration of bids has expired.

14. **Standards:** Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any state or local requirement for labeling or re-examination listing if identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters Laboratories and/or National Electric Manufacturers Association for electrically operated assemblies or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local and federal requirements relating to clean air and water pollution, handicapped access, fire codes, and any other safety considerations and local ordinances.
  
15. **Manufacturers' Names:** Unless indicated on the specific conditions, any manufacturers' names, trade names, brand names, or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the School District.

**EXECUTION OF BID**

**IMPORTANT:** PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED AS INDICATED.

In compliance with this invitation for bids, and subject to all the conditions herein, the undersigned offers and agrees if this bid is accepted within \_\_\_\_\_ days from the date of the opening, to furnish any or all items at the prices quoted. Cash Discount (See Instruction 4): \_\_\_\_\_ %

Under penalty of perjury, the undersigned bidder certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or State antitrust laws.

Date \_\_\_\_\_

Bidder \_\_\_\_\_

Signature (In Ink) \_\_\_\_\_

Above Signature (Typed) \_\_\_\_\_

Title \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

**BID** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Algonac Community Schools  
Algonac, Michigan**

**December 20, 2011**

**Internet Service**

Algonac Community Schools is soliciting proposals from Internet Service Providers to obtain the most cost effective solution for internet service.

Algonac Community School District is located in southeastern Michigan along the tip of the St. Clair river waterway. Algonac, the Venice of Michigan, is a rural school district that educates a student population of approximately 1900 students. The district is composed of one high school, one middle school and three K-5 elementary schools. There are approximately 150 teachers in the district. In addition, the district has had the highest percentage of upper and lower income families in the county as well as the lowest percentage of middle-income families in the county. The ethnic make up the county is mostly white, with very small subgroups of Hispanic, Asian, Native American, and African Americans.

It is the responsibility of the bidder to be familiar with district facilities and be able to adhere to county consortium agreements and services. The bidder must clearly identify any additional costs that may be charged in switching from the district's current internet service provider. The bidder is required to work closely with our Regional Educational Service Agency (RESA) with regards to IP based and other services they provide to the district. The terms of the agreement must be in place by January 23<sup>th</sup> 2012 with service commencing no earlier than July 1st, 2012.

Minimum requirements for internet service would include but are not limited to:

- Provide Broadband Internet Access (burstable to 100 Mbps) to each of our facilities
- Provide all equipment necessary to accommodate these connections
- Provide for Domain Name Service (DNS)
- Network Address Translation (NAT)
- Provide public IP addresses
- Provide a firewall service separating our district facilities from the public internet
- 24 hour 365 day "live" on-call technical support

Minimum requirements for bidders would include but are not limited to:

- The ISP must invoice SLD directly for the USF-funded portion of bills and fees; providing USF-discounted monthly billing to the district
- The selected vendor shall have been actively engaged in supplying broadband internet access to school districts for a period of four years or longer and shall be required to provide names and addresses of recent customers and installations.
- Must be an SLD-Approved vendor and continue approved status through term of service.

- Features or options that are not USF funded under USAC Eligible Services List, “Internet Access Services”, such as caching and filtering, may be included as an integral component part of the service. For example: Caching and filtering may be integrated components of the firewall and therefore included in the bid response, but at no additional charge.
- Bidders shall have proven experience in working with school districts and shall assist district in obtaining USF funding.
- Bidders must be familiar with state and federal internet access compliance guidelines relating to schools and advise accordingly.

Proposals will be received until 2:00 PM (E.S.T), on Thursday, January 19<sup>th</sup>, 2012 at which time they will be publicly opened and read aloud. Bids received after 2:00 PM (E.S.T), on Thursday, January 19<sup>th</sup>, 2012 will not be considered. Faxed or emailed bids will not be accepted.

Proposals must be clearly marked “Internet Service” and delivered to:

Algonac Community Schools  
Attn: Director of Business Services  
1216 St. Clair Blvd. Algonac, MI 48047.

Direct proposal questions to Director of Business Services, at 810.794.9364.

Direct technical questions to Evan Humphrey, Computer Technology Specialist, at 810.794.8532x1101

**STATEMENT REGARDING FAMILIAL RELATIONSHIP**

AFFIDAVIT OF \_\_\_\_\_  
(Name of affiant)

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_ makes this  
Affidavit under oath and states as follows:

- 1. I am a/the  President
- Vice-President
- Chief Executive Officer
- Member
- Partner
- Owner
- Other (please specify) \_\_\_\_\_

Of \_\_\_\_\_, a bidder on a construction project for  
(Insert name of contractor)  
\_\_\_\_\_ that involves, at least in part, construction  
(Insert name of school district)  
of a new school building or an addition to or repair or renovation of an existing school building.

- 2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and employees(s) of the aforementioned contractor and the school district's superintendent and/or board members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the construction project.

- 4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

\_\_\_\_\_  
(Signature of affiant)

Dated \_\_\_\_\_

Subscribed and sworn before me in \_\_\_\_\_ County,  
Michigan, on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

Notary public, State of Michigan, County of \_\_\_\_\_  
My commission expires on \_\_\_\_\_  
Acting in the County of \_\_\_\_\_