

## **Algonac Community Schools**

### Request for Proposal

### Internet Service with Transport Bundle and Managed Lease Lit Fiber

## **Part I - Instruction to Bidders**

### 1. STATEMENT OF PURPOSE

- A. Algonac Community Schools (ACS) is requesting bids from qualified vendors for the most cost effective solution for internet service and managed lease lit fiber to provide its schools and other facilities with reliable, broadband internet.
- B. ACS is located in southeastern Michigan at the north end of Lake St. Clair. ACS services the city of Algonac as well as Clay and IRA townships. ACS has approximately 1500 students, 170 professional staff and 4 USAC E-Rate eligible buildings utilizing broadband internet access.
- C. This RFP has been published for the purpose of soliciting proposals for the aforementioned services and is considered confidential. No portion of this RFP may be used, reproduced, or disclosed.
- D. Currently all internet traffic routes to a single server room located at Algonac Jr/Sr High School, 5200 Taft Rd, Algonac MI 48001 via fiber optic cable network. The bidder is responsible for ensuring there are adequate data paths of minimum 10Gbps from each building to this single point. All network equipment required shall be supplied, installed and maintained by the bidder. All products must be in place and functional by July 1, 2019. The terms of the agreement shall be July 1, 2019 thru June 30, 2021.
- E. It is the responsibility of the bidder to be familiar with the District's facilities and adhere to any county consortium agreements and services.
- F. The bidder must clearly identify all costs and fees associated with their proposed solution.
- G. The bidder must possess a valid SPIN for Universal Service Administration Company (USAC).
- H. Award of bid is contingent upon Districts successful receipt of USAC E-Rate funding commitment

2. RECEIPT AND OPENING OF BID PROPOSALS

- A. Sealed bids must be submitted prior to the time and date specified below, at which time they will be publicly opened and read aloud.

**DUE DATE:** January 3, 2019  
**TIME:** 2:00 PM  
**LOCATION:** Algonac Community Schools  
Board of Education  
5200 Taft Rd.  
Algonac, MI 48001

- B. Bids shall be submitted in a sealed envelope and clearly labeled as follows:

**BID PROPOSAL**

Algonac Community Schools  
Request for Proposal – Internet Service and Lease Lit Fiber  
Attn: Evan Humphrey, Director of Technology and Facilities

- C. Bids received from Bidders after the deadline date and time will be returned to Bidder unopened.
- D. Algonac Community Schools reserves the right to reject any or all bid proposals, either in whole or in part, or to waive any informalities or irregularities therein.
- E. Bidders shall submit three copies of the bid proposal form, familial disclosure form, product proposal sheets, and manufacturer product data sheets for administrative use.

3. TIMELINE

- A. Release RFP document: December 6, 2018
- B. Deadline for written request for clarification December 20, 2018
- C. Deadline for RFP January 3, 2019
- D. Award of Bid TBD

#### 4. CLARIFICATIONS, DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidder shall promptly notify any ambiguity, inconsistency or errors, which they may discover upon examination of the bid documents. Bidders requesting clarification or interpretation of the contract documents shall make request at least seven (7) days prior to the date for receipt of bids. Direct all questions to:

**RFP COORDINATOR:** Evan Humphrey  
Algonac Community Schools  
Director of Technology and Facilities  
5200 Taft Rd.  
Algonac, MI 48001  
(810) 794-9365x1101  
*evan.humphrey@acsk12.us*

- B. Any interpretation, correction or change of the contract documents will be made by addendum issued by the RFP Coordinator on behalf of the Algonac Community Schools. Interpretations, corrections or changes of the documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and/or changes. Addenda will be mailed or delivered to all that are known to have received contract documents.

#### 5. DEFINITIONS

- A. The contract documents consist of the, Request for Proposal, the bid proposal, the specifications, all addenda issued prior to bid opening and all clarifications noted during the post-bid interview.
- B. Addenda are written and/or graphic instruments issued by the Director prior to the execution of the contract which modify or interpret the contract documents by additions, deletions, clarifications or corrections.
- C. A Bidder is a legal entity submitting a bid.
- D. Base bid is the sum stated for which the Bidder offers to perform the complete work of, or supply equipment to which work may be added or deducted. The base bid shall be in strict accordance with the request for proposal, though voluntary alternates may be submitted in addition to the base bid.
- E. An alternate bid (or alternate) is an amount stated in the bid corresponding to change in project, materials or methods of work described in the contract documents as accepted.
- F. A unit price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the contract documents.

- G. The term "day" is defined as calendar days unless otherwise specified.
- H. All bid proposals must be based upon the base bid configurations established in the request for proposal. In addition to a base bid proposal, the submission of voluntary alternates is acceptable. If a voluntary alternate is submitted for consideration, it shall be expressed on the bid form. If a voluntary alternate is submitted, the Bidder shall also submit sufficient information in the form of specification, test data, etc., sufficient for analysis of the alternate.

6. GENERAL CONDITIONS

- A. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and the character of the supplies, materials, or equipment required and a representation that the bidder can furnish the item(s) in complete compliance with the specifications.
- B. No alteration, erasure, or addition is to be made in the typewritten matter. Deviations from the specifications must be set forth-in space provided on the bid for this purpose.
- C. The material/equipment specifications should be considered as a minimum requirement. Any deviations from the standard specified will be considered only when fully described and accompanied by descriptive literature and samples.
- D. All equipment must be supplied directly from the manufacturer with manufacturer standard components. No mixing of products or components from various manufacturers will be accepted, unless approved by the School District.
- E. Bidders must supply all rebates, incentives, warranties, and licenses purchased through the bid acceptance and not be part of a subcontract or duties requiring District to file with a manufacturer.
- F. All components must be identical in similar systems purchased for each implementation phase.
- G. All prices bid must be "per unit" as specified.
- H. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the quotation/bid. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until item(s) have been delivered and accepted.

- I. Bidders are to provide a response to the request for quotation detailing the subsequent items with the response form. The response to the request for proposal shall include:
    1. The required bid proposal forms
    2. Specification sheets on the systems proposed
    3. Summary of manufacturer’s standard warranty
    4. A summary of any deviations/enhancements to the minimum configurations listed
  - J. The School District reserves the right to make awards within 6 months after the due date of the bid opening during which time bids may not be withdrawn, unless the bidder distinctly states in his proposal that acceptance thereof must be made within a shorter specified time.
  - K. The School District reserves the right to reject all bids. Also, reserved is the right to reject for cause any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interest of the district will be served.
7. DELIVERIES
- A. The School District will issue individual purchase orders stating the number of systems and the school slated for delivery. Delivery is to include:
    1. Inside delivery to a central location at multiple buildings as identified by the Owner on the purchase order.
    2. Deliveries received after 3:00 PM local time will not be accepted. Delivery service will be required to return the next business day.
  - B. Vendor will coordinate delivery with the RFP Coordinator, the construction manager, the school district staff, and other contractors working at the schools. Delivery dates will be confirmed by the Successful Bidder one (1) week prior to delivery.
  - C. The School District will not accept any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the School District shall govern.
  - D. Item(s) shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.

- E. The successful bidder shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school/department will note for benefit of successful bidder when packages, or package contents in cases of concealed damage, are not received in good condition.
  - F. All deliveries shall be accompanied by delivery tickets or packing slips. All packing slips or delivery tickets shall indicate the purchase order no., name of the article and the quantity delivered and back-ordered.
  - G. Carton shall be labeled with the purchase order no., the successful bidder's name and a general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods. ALL RETURNED MATERIAL WILL BE AT THE SUCCESSFUL VENDOR'S EXPENSE.
8. VOLUNTARY ALTERNATES
- A. All bid proposals must be based upon the base requirements established in the request for proposal. In addition to a base bid proposal, the submission of voluntary alternates is acceptable. If a voluntary alternate is submitted for consideration, it shall be expressed on the bid form. If a voluntary alternate is submitted, the Bidder shall also submit sufficient information in the form of specification, product data, etc., sufficient for analysis of the alternate.
9. SALES TAX
- A. The equipment included in this request for proposals is not subject to state sales tax and/or use tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
10. BID PROPOSAL FORM
- A. Each bid shall be submitted on the bid proposal and bound in the contract documents with all blank spaces filled in (enter "\$0.00" where items are included at no additional charge, enter "N/A" for items that are not applicable or available from the vendor. All blanks on the bid form shall be typed or written manually in ink.
  - B. The bid proposal form includes a separate page for each type of equipment proposed. Bidders are encouraged to submit multiple products that meet the requirement (processors, memory, etc.). Bidders are to include a separate page for each product proposed.
  - C. All interlineations, alternations or erasures shall be initialed by the bid signer.
  - D. Fill in all blank spaces for bid prices in both words and figures. In case of discrepancies, amount shown in words will govern.

- E. Submit all copies of the bid, the familial disclosure form, and any other documents required to be submitted with the bid, in a sealed opaque envelope.
- F. Each copy of the bid shall include the legal name of the Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. If bids are submitted by an agent, provide satisfactory evidence of agency authority.

11. ACCEPTANCE AND REJECTIONS OF BID PROPOSALS

- A. It is the intent of the District to award a contract to the lowest responsible Bidder whose product meets the criteria of the evaluation committee, provided the bid has been submitted in accordance with the requirements of the RFP and does not exceed the funds available.
- B. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
  - 1. If bid proposal form furnished is not used or is altered.
  - 2. If there are unauthorized additions, qualifications, conditions or irregularities of any kind this may make the bid incomplete, indefinite or ambiguous as to its meaning.
  - 3. If Bidder adds any provisions reserving right to accept or reject any award of contract.
  - 4. If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
  - 5. If Bidder fails to complete bid proposal form in any other particulars where information is requested so bid proposal form may be properly evaluated.
  - 6. If the familial disclosure form does not accompany bid proposal form.
- C. The District shall have the right to waive any informality or irregularity in any bid or bids received and to accept bid or bids which, in their judgment, is in their best interest.
- D. The District shall have the right to accept alternates in any order or combination and to determine the low Bidder based on the sum of the base bid and the alternates accepted.

**12. GUARANTEES BY THE BIDDER**

- A. Their products against defective material or workmanship and to repair or replace any damaged material/equipment or marring occasioned in transit or assembly when installation is specified.
- B. That all delivered material/equipment shall be as bid. No substitutions will be accepted unless prior to delivery material/equipment has been inspected and found to be equal to the item specified.
- C. That all material/equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly available for the type of equipment or furniture offered; also that no attachment or part has been submitted or applied contrary to manufacturer's recommendations and standard practice. All equipment must be guaranteed against faulty material and workmanship, and a manufacturer's warranty indicating the warranty or guarantee period must be available at time of delivery.
- D. The successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment shall replace any merchandise provided under the bid, which is or becomes defective during the guarantee period.
- E. That he/she has carefully checked the enclosed figures and understands that he/she shall be responsible for any error of omission in this bid offer.
- F. Material/equipment with such specifications for the price set forth in this bid.



## Part II – Requirements

### Section I – Internet Service

- Provide broadband internet access, minimum 1 Gbps, burstable to 5 Gbps
- Provide all equipment necessary to accommodate these connections
- Provide Domain Name Services (DNS)
- Provide Network Address Translation (NAT)
- Provide a bank of class C publicly routable IP addresses
- 24 hour 365 day “live” on-call technical support
- Provide firewall appliance separating District network from public internet
- During contract period, service availability shall remain above 99.9% up time for any 30-day period. Contract can be cancelled based on failure to meet performance requirements.
- Provide a minimum of 48 hours advance notice for scheduled maintenance/downtime. Every effort shall be made to perform system maintenance during off hours.

### Section II – Lease Lit Fiber

- ISP must invoice SLD directly for the USF-funded portion of bills and fees; providing USF discounted monthly billing to the District
- Selected bidder shall be able to prove successful fiber network connections and internet service to schools districts for a minimum of five years and shall be required to provide names and addresses of recent customers and installations.
- Be an SLD approved vendor and continue approved status throughout the duration of this contract
- 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.
- Must have proven experience in working with libraries and USF funding.
- Must be familiar with state and federal internet access compliance guidelines relating to libraries and advise accordingly.

Appendix A: Bid Form and Pricing Summary  
Completely fill out the summary sheet below.

**Please provide a detailed summary of services you are proposing:**

Warranty/Service Provider Contact Information:

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**Grand Total Base Bid:** \$ \_\_\_\_\_

The undersigned certifies that this bid meets or exceeds the minimum bid specifications and the price listed under “Grand Total Base Bid” is the complete, delivered price.

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Contact Number

Appendix B: Vendor Profile

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

Location of office that will provide support and respond to trouble calls:

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

Years in business: \_\_\_\_\_

No. of employees: \_\_\_\_\_

References: Provide a list, complete with contact names and telephone numbers, of companies for whom you have provided equipment comparable in scope to that outlined in this bid. You may add additional pages.

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Contact Number