

BENTON HARBOR AREA SCHOOLS TELECOMMUNICATIONS SERVICES REQUEST FOR PROPOSAL

Section 1: Overview and Instructions

1.1 GENERAL

The purpose of this bid document is to invite bidders to submit bids for Benton Harbor Area Schools' (the district) telecommunication services. If further information is desired before submitting proposals, please contact or direct inquires to: John Schneider, Director of Technology, Information Technology, Benton Harbor Area Schools, P.O. Box 1107, Benton Harbor, MI 49023-1107, Tel: 269-605-1115, E-mail: John.Schneider@bhas.org.

Before submitting a proposal, the bidder is to be thoroughly familiar with all the documents comprising the bid document, as it is conclusively understood that all bids are based upon full compliance with the various provisions in said documents. Should the bidder find discrepancies in, or omissions from the specifications, instructions and bid proposal forms, or should bidder be in doubt as to the meaning, bidder should notify at once Mr. John Schneider who will send written instructions to all appropriate bidders. The owner shall not be responsible for any oral instructions. The owner shall not be responsible for any cost or expense the bidder incurs during the preparation of this bid.

1.2 PROPOSAL DUE DATE

Benton Harbor Area Schools will receive proposals for this project until 11:00 a.m. EST, on the seventeenth (17th) day of January 2007 at the Business Office. Sealed bids plainly marked on the outside "BID FOR TELECOMMUNICATIONS" shall be delivered to Benton Harbor Area Schools, 823 Riverview Drive, Benton Harbor, MI 49022, Attn: John Schneider, Director of Technology, Information Technology on or before the date and time specified. A bid received after the due date and time will be returned unopened.

The bidder shall utilize Bid Forms, or exact facsimiles, as supplied in the bid document. One set of documents will be available to each bidder. Two complete sets are to be returned, properly signed and executed.

1.3 UNIVERSAL SERVICE ADMINISTRATIVE COMPANY

Implementation and completion of this project is contingent upon the district receiving approved funding from the Universal Service Administrative Company. The project may be revised or terminated if the funds from the USF discount program are not approved or do not meet the expectations of the Benton Harbor Area Schools. If the application is approved for the USF discount program, the successful bidder will be required to participate. It is the bidder's responsibility to understand and comply with all rules and procedures required by the Schools and Libraries Division and the Universal Service Administrative Company. All contracts awarded based upon this RFP will be subject to approval of the project by the Schools and Libraries Division, and must contain a clause stating so.

1.4 ERRORS AND OMISSIONS

It shall be the responsibility of the bidder to be knowledgeable of this RFP document before submission of the bid. The bidder will assume all responsibility for any errors or omissions in the bid. The successful bidder shall comply with all federal, state, and local laws, permits, regulations, codes, and ordinances.

1.5 GUARANTEES AND MANUFACTURER'S CERTIFICATION (ATTACHMENT "A")

Each bidder shall submit a letter on company letterhead, signed by an officer of the company, outlining the guarantee he proposes to furnish. The bidder shall also submit, as part of their proposal, an outline for service and support of any and all items bid, including but not limited to; warranty period, on-site service during any warranty period, promptness of response to problems and breakdowns, and installation timeline. The bidder shall further guarantee that all materials be of superior quality and free of defects in workmanship, construction and raw materials.

1.6 PAYMENT SCHEDULE

Payment will be made in accordance with established practices of the Benton Harbor Area Schools, and in compliance with the guidelines of the Schools and Libraries Division and the rules governing the Universal Service Administrative Company. The successful bidder shall submit to the Benton Harbor Area Schools the non-discount portion (10% estimate) of each invoice. Payment of the district's portion will be made within 30 days of receipt of invoice. The successful bidder shall also bill the Universal Service Administrative Company Fund Administrator directly for the school district's discount portion (90% estimate) in accordance with the Universal Service Provisions of the Federal Telecommunications Act of 1996.

Effective November 1, 2004, USAC follows new collections and disbursement policies when it implements a new rule, found at 47 C.F.R. §1.1910 and commonly referred to as the "red light rule." Under the Red Light Rule, USAC will not disburse any Federal benefits to an entity that shares the same taxpayer identification number (TIN) as an entity that has delinquent debt owed to the Commission or its reporting components until such debt is paid, formally appealed, or until other arrangements, satisfactory to the FCC, are made for payment. For Red Light Rule purposes, "entity" includes contributors, beneficiaries, or other organizations or individuals who are delinquent to the USF. For additional information regarding the Red Light order, please refer to the [public notice](#) on the FCC's website.

1.7 OTHER PROVISIONS

Any ensuing contracts shall coincide with e-rate funding cycles, i.e., July 1 through June 30 of the applicable calendar year(s).

Attachment B., "Additional Requirements" is incorporated herein by reference and made a part of this request, and any ensuing contracts.

It is a specific condition of this request that bidder shall not use or allow to be used any aspect of this request for publicity or advertisement purposes. Bidder may request a waiver of the foregoing but shall not deviate there from unless so authorized in writing by the Benton Harbor Area Schools.

The appearance of any statement on any material or data submitted hereunder will not establish a confidential relationship between bidder and the Benton Harbor Area Schools unless a specific written agreement to this effect is negotiated prior to the submission of the data.

1.8 SCHOOL DISTRICT'S RESERVATION OF RIGHTS

The Benton Harbor Area Schools reserves the right to reject any or all proposals and bids, including that of the lowest bidder; or to accept bids either in whole or in part; to award contracts by individual items or by lump sum total; or to waive any informalities, defects or omissions in any bid, should it be deemed to be in the best interests of the Benton Harbor Area Schools to do so. Any bid submitted will be firm for ninety (90) days from the bid opening date.

1.9 EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION

Bidders certify by signing this bid that they will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, sex, age, national origin or handicap, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any ensuing contract.

Section 2: Telecommunications Services Specifications

2.1 GENERAL DESCRIPTION

Benton Harbor Area Schools is seeking proposals for telecommunications services on a district-wide basis as follows:

2.1.1 Month-To-Month Services

Month-to-month service on 39-T1 circuits and 2-DS3 circuits as indicated below.

Circuit	Quantity	Location
DS3	2	750 E. Britain Ave., Benton Harbor, MI 49022
T1	2	823 Riverview Drive, Benton Harbor, MI 49022
T1	4	870 Colfax Ave., Benton Harbor, MI 49022
T1	3	750 E. Britain Ave., Benton Harbor, MI 49022
T1	3	120 E. Napier Ave., Benton Harbor, MI 49022
T1	3	1716 Territorial, Benton Harbor, MI 49022
T1	2	1452 Learning Lane, Benton Harbor, MI 49022
T1	2	1700 E. Britain Ave., Benton Harbor, MI 49022
T1	2	209 E. Britain, Benton Harbor, MI 49022
T1	2	1995 Union, Benton Harbor, MI 49022
T1	2	400 Donald Adkins Dr., Benton Harbor, MI 49022
T1	2	1901 Fairplain Ave., Benton Harbor, MI 49022
T1	2	2199 Laurel, Benton Harbor, MI 49022
T1	2	465 S. McCord, Benton Harbor, MI 49022
T1	2	267 N. Hull, Benton Harbor, MI 49022
T1	2	1421 Pipestone, Benton Harbor, MI 49022
T1	2	1651 Nickerson Ave., Benton Harbor, MI 49022
T1	1	373 South Fair, Benton Harbor, MI 49022
T1	1	600 McKann, Benton Harbor, MI 49022

2.1.2 Long Distance Telephone Service

Seeking bids for multi-year (2 or 3 years) contract for long-distance services (intralata and interlata).

2.1.3 Cellular Telephone Service

Seeking bids for a multi-year (2 or 3 years), or a month-to-month contract for cellular service for minimum of fifty (50) users, maximum of one hundred (100). Services must include 2-way ("walkie-talkie") communications.

Section 3: Proposal Forms

**Benton Harbor Area Schools, Benton Harbor, Michigan 49022
Telecommunications Services Bid Form**

3.1 BIDDER INFORMATION

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____

Fax: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

Date: _____

Note: Information pages (pages 4-7) must be attached to bid form

3.2 TELECOMMUNICATIONS SERVICES COST SHEETS

3.2.1 Month-To-Month Services

3.2.1.1 Local Telephone Service

POTS/Measured Business

One Time Charge	_____
Recurring Charges	_____
Cents Per Minute	_____
Cents Per Call	_____

3.2.1.2 Services on 39-T1 Circuits and 2-DS3 Circuits

Thirty-Nine (39) T1 Circuits

Installation Cost Per Circuit	_____
Monthly Cost Per Circuit	_____

Two (2) DS3 Circuits

Installation Cost Per Circuit	_____
Monthly Cost Per Circuit	_____

Note: Information pages (pages 4-7) must be attached to bid form

3.2.3 Long Distance Telephone Service

Any ensuing contracts shall coincide with e-rate funding cycles, i.e., July 1 through June 30 of the applicable calendar year(s).

IntraLATA Long Distance

One Time Charge _____
Recurring Charges _____
Cents Per Minute _____
Cents Per Call _____
Length of Contract _____

InterLATA Long Distance

One Time Charge _____
Recurring Charges _____
Cents Per Minute _____
Cents Per Call _____
Length of Contract _____

3.2.4 Cellular Telephone Service

Multi-year contract for minimum of fifty (50) users, maximum of one hundred (100). Any ensuing contracts shall coincide with e-rate funding cycles, i.e., July 1 through June 30 of the applicable calendar year(s).

One Time Charge _____
Recurring Charges _____
Cents Per Minute _____
Cents Per Call _____
Length of Contract _____

Note: Information pages (pages 4-7) must be attached to bid form

ATTACHMENT "B"

ADDITIONAL REQUIREMENTS

Mutual Waiver of Subrogation – Owner/Contractor: To the extent permitted by law, the Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Indemnification: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Benton Harbor Area Schools, its elected and appointed officials, employees and volunteers and others working on behalf of the Benton Harbor Area Schools against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, recovered against or from the Benton Harbor Area Schools, its elected and appointed officials, employees, volunteers or others working on behalf of the Benton Harbor Area Schools, 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.

Service Contract – Non-Appropriation of Funds: Benton Harbor Area Schools (Buyer) intends to remit all Contract Payments and other payments to Contractor for the entire Contract term ("Contract Term") if funds are legally available. In the event Buyer is not granted an appropriation of funds at any time during the Contract Term for the Services subject to this Contract, or for services which are functionally similar to the Services, and operating funds are not otherwise available to Buyer to pay the Contract charges and other payments due and to become due under this Contract, and there is no other legal procedure or available funds by or with which payment can be made to Contractor, and the non-appropriation did not result from an act or omission by Buyer, Buyer shall have the right to terminate this Contract on the last day of the fiscal period for which appropriations were received, without penalty or expense to Buyer, except as to the portion of Contract charges for which funds shall have been appropriated and budgeted. At least thirty (30) days-prior to the end of Buyer's fiscal year, Buyer's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by Buyer, and (c) Buyer has exhausted all funds legally available for the payment of Contract charges. If Buyer terminates this Contract because of non-appropriation of funds, Buyer may not purchase, contract, or rent during such fiscal period, services similar to those provided by the Contractor for a period of twelve (12) months. This Section shall not permit Buyer to terminate this Contract in order to acquire any other services or to allocate funds directly or indirectly to perform essentially the application for which the Services are intended.

Equipment Lease – Non-Appropriation of Funds: Lessee intends to remit all Lease Payments and other payments to Lessor for the entire Lease term ("Lease Term") if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease, or for equipment which is functionally similar to the Equipment, and operating funds are not otherwise available to Lessee to pay the Lease charges and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment at Lessee's expense and terminate this Lease on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee, except as to the portion of Lease Charges for which funds shall have been appropriated and budgeted. At least thirty (30) days-prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee,

ATTACHMENT "B" - Continued

(c) Lessee has exhausted all funds legally available for the payment of Lease Charges. If Lessee terminates this Lease because of non-appropriation of funds, Lessee may not purchase, lease, or rent during such fiscal period, equipment performing functions similar to those performed by the Equipment for a period of twelve (12) months. This Section shall not permit Lessee to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.