



University Preparatory Academy
UNIVERSAL SERVICE FUND REQUEST FOR PROPOSALS
FY1 E-RATE (2012-2013)

I. INVITATION TO BID

University Preparatory Academy, 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 via email to:

University Preparatory Academy
Attn: Nicole Crumpton
435 Amsterdam
Detroit, MI 48202
dcrumpton@uprep.com

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 electronically to Nicole Crumpton at dcrumpton@uprep.com with subject line “**FY21 USF Bid**” by **4:00 p.m. Thursday, March 8, 2012.**

1. No oral, telephonic, telegraphic, or facsimile Bids will be considered.
2. The Bidder shall be responsible for the timely delivery of the Bid.
3. No Bids will be considered after 4:00 p.m., March 8, 2012.

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 (FY10 E-Rate)

The specified products and/or services are to be provided for FY12 (July 1, 2012-June 30, 2013) and must qualify for universal service discounts under the FY12 universal service support mechanism, E-rate. No invoices will be DATED or PAID before July 1, 2012.

C. UNIVERSAL SERVICE DISCOUNTS

The service provider contract is conditional upon the District receiving universal service discounts under the FY12 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 FY11 (2012-2013) Eligible Services List, which is incorporated herein by reference, must be identified separately from any and all “ineligible” products and/or services in the Bid.

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, C and D 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. Any addendum issued during the bidding time will become part of the specifications and a copy will be sent to all bidders. 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, C and D 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. 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.

O. 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.

P. 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.

Q. PARTIAL BIDS

Partial Bids will be considered.

R. 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.

S. CANCELLATIONS

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

T. 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.

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. TELECOMMUNICATIONS SERVICES

1. Basic Telephone Service

The District is accepting Bids for basic telephone service and tariff for (24) DID lines and (6) POTS lines. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

2. Long Distance Service

The District is accepting Bids for intralata and interlata long distance toll service for (24) DID lines and (6) POTS lines. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

3. Cellular Phone Service

The District is accepting Bids for cellular telephone service for minimum of (20) cellular phones that include direct connect services within the District. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

4. Dedicated Line Service

The District is accepting Bids for PRI line service for (4) PRI lines. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

5. Dedicated Line Service

The District is accepting Bids for T1 line service for (6) T1 lines. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

B. INTERNET ACCESS

1. Internet Access Service

The District is accepting Bids for internet service for 6 MPS, 10 MPS and 20MPS connection speeds. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate "ineligible"

products and/or services must be listed separately in the Bid.

2. Wireless Internet Access

The District is accepting Bids for Wireless Internet Access service for minimum of (18) wireless telephones. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

3. Wireless Broadband Service

The District is accepting Bids for wireless broadband service for a minimum of (2) wireless connections. This service is for the time period from July 1, 2012 through June 30, 2013. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

Direct any and all questions regarding this RFP to:

Nicole Crumpton, IT Director, University Preparatory Academy, at:
dcrumpton@uprep.com.