

**Westwood Community Schools**  
**UNIVERSAL SERVICE FUND REQUEST FOR PROPOSALS**  
**(YEAR 13: 2010-11)**

**INVITATION TO BID**

*Westwood Community Schools, hereby known as “District”, will accept responses (“Bids”) to this Request for Proposals (RFP) for Year 13 (2010-11) which comply with the Universal Service Fund (USF) conditions, general conditions and products and services specifications set forth below and submitted to the District at the following address:*

**Westwood Community Schools**  
**Administration Building-Attn: Sean Kashawlic**  
**3335 Beech Daly**  
**Dearborn Heights, MI 48125**

All responses to this RFP must be submitted and labeled “*Year 13 USF Bid.*”. This RFP is not an offer to enter into a contract, but rather a solicitation for Bids. No Bids will be considered after 2:00 P.M., January 30, 2010.

**USF CONDITIONS**

**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.

**YEAR 13 FUNDING REQUESTS**

The specified products and/or services are to be provided for Year 13 (July 1, 2010-June 30, 2011) and must qualify for universal service discounts under the Year 13 universal service support mechanism, E-rate. No invoices will be DATED or PAID before July 1, 2010.

**UNIVERSAL SERVICE DISCOUNTS**

The service provider contract is conditional upon the District receiving universal service discounts under the Year 13 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.

**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).

**ELIGIBLE PRODUCTS AND SERVICES**

The USF eligible products and/or services identified on the USAC Year 13 (2010-11) 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.

**GENERAL CONDITIONS**

**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.

#### **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.

#### **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.

#### **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 and 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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

### **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 above. The District may request any specific bidder or all bidders to submit any of 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).

### **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.

### **PRODUCTS AND SERVICES SPECIFICATIONS**

It is the intent of the specifications 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.

### **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.

### **SIGNATURE PAGE**

The signature page 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.

### **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.

### **PARTIAL BIDS**

Partial Bids will be considered.

## **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.

## **CANCELLATIONS**

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

## **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.

## **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.*

## **INTERNET ACCESS**

### **Web Hosting**

The District is accepting Bids for a content management web hosting service with email capabilities for approximately (300) district staff and (3,000) students. This web hosting service must include support for (6) instructional buildings and (1) non-instructional building. This service is for the time period from July 1, 2010 through June 30, 2011. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

### **Wireless Internet Access**

The District is accepting Bids for Wireless Internet Access service for minimum of (46) wireless telephones. This service is for the time period from July 1, 2010 through June 30, 2011. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

## **INTERNAL CONNECTIONS**

The District is accepting Bids for Internal Connections for the projects listed below. This service is for the time period from July 1, 2010 through June 30, 2011. Any and all USF E-rate "ineligible" products and/or services must be listed separately in the Bid.

### **Wireless Network Electronics**

The Westwood Public Schools is accepting bids for a Wireless 802.11G Network system. The network must include the district's (5) instructional buildings, covering approximately 500,000 square feet and follow USF E-Rate Program protocols for the time period from July 1, 2010 through June 30, 2011.

### **VoIP Network Electronics**

The Westwood Public Schools is accepting bids for a VoIP Telephone Network system. The network must include the district's (5) instructional buildings, covering approximately 500,000

square feet with about 150 classrooms and follow USF E-Rate Program protocols for the time period from July 1, 2010 through June 30, 2011.

### **BASIC MAINTENANCE OF INTERNAL CONNECTIONS**

#### **Network Electronic Maintenance Service**

The District is accepting Bids for basic maintenance service for the equipment listed below. This service is for the time period from July 1, 2010 through June 30, 2011. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid.

CISCO CISCO PIX-515E-UR-BUN 1  
CISCO Cisco 3750G-48TS-S 4  
CISCO CISCOCisco 2950SX-48-SI 25  
CISCO 24x7x4 On-Site Basic Maintenance for Emergency Responder 1  
CISCO AIR-AP1242G-A-K9 98  
CISCO CWWLSE-1130-19-K9 1  
Multiple HP Servers (E-mail, Web, etc. )

And any other equipment funded from previous E-Rate projects.

Direct any and all questions regarding of this RFP to:

**Sean Kashawlic, Director of Technology, Administration Building, Westwood Community Schools – phone (313) 565-1240 or kashawlics@wvschools.net**

### **SIGNATURE PAGE**

*All Bids shall be accompanied by a signature page signed by an authorized officer of the company.*

### **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.*