

**Battle Creek Area Learning Center**  
**UNIVERSAL SERVICE FUND REQUEST FOR PROPOSALS**  
**FY22 E-RATE (2022-2023)**

**I. INVITATION TO BID**

*Battle Creek Area Learning Center, 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 at the following address:*

**Battle Creek Area Learning Center**  
**-Attn: Rhonda Marcum**  
**765 Upton Avenue**  
**Springfield, MI 49037**

**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 in a sealed opaque envelope labeled “*FY22 USF Bid*” and “*February 23, 2022*”. *The bidder must also include an electronic copy of all bid materials on a flash drive as well as the paper copies.*

1. No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.
2. The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid.
3. No Bids will be considered after **2:00 PM February 23, 2022**
4. If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due on the next day that the District is open.
5. The District reserves the right to reject Bids submitted without a signed Signature Page, Familial Disclosure Affidavit, and Iran Linked Business Affidavit.

**B. BID OPENING**

All timely submitted Bids received by the District will be opened virtually at the Battle Creek Area Learning Center, 765 Upton Avenue, Springfield, MI 49037 at **2:00 PM, February 23, 2022** for recommendation to the Board of Education at a future regularly scheduled meeting. The opening will be viewable via a [Virtual Meeting](#). If you would like to view the opening, you must contact **Rhonda Marcum** at [rmarcum@calhounhs.org](mailto:rmarcum@calhounhs.org) in advance for further instructions.

**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 (FY22 E-Rate)**

The specified products and/or services are to be provided for FY22 (July 1, 2022-June 30, 2023) and must qualify for universal service discounts under the FY22 universal service support mechanism, E-rate. No invoices will be DATED or PAID before July 1, 2022.

**C. UNIVERSAL SERVICE DISCOUNTS**

The service provider contract is conditional upon the District receiving universal service discounts under the FY22 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 FY22 (2022-2023) Eligible Services List (ESL), which is incorporated herein by reference, must be identified separately from any and all “ineligible” products and/or services in the Bid.

**F. LOWEST CORRESPONDING PRICE**

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate applicant for similar services. Service Providers cannot charge E-rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.

**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, and C 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 to the RFP URL identified on the FCC Form 470 and posted onto the web at the USAC EPC website. All bidders shall be responsible for checking the RFP URL for any addendum issued by the District. 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, and C 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. MAILING OF BIDS**

All Bids must be mailed in an opaque, sealed envelope and clearly marked as indicated in the Invitation to Bid section I. above.

**O. NOT ACCEPTED**

No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

**P. 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.

**Q. SIGNATURE PAGE**

The signature page, section V., 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.

**R. 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.

**S. 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.

**T. PARTIAL BIDS**

Partial Bids will be considered, where appropriate.

**U. 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.

**V. CANCELLATIONS**

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

**W. 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.

**X. IRAN LINKED BUSINESS AFFIDAVIT**

The Bid shall be accompanied by a sworn and notarized affidavit that represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Michigan Public Act No. 517 of 2012, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The Board of Education will not accept a Bid that does not include the sworn and notarized Iran Linked Affidavit, section VII. Bids in non-compliance with this request are subject to rejection.

#### **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**

The District is accepting Bids for Internet access service for Internet Access Service. The Bid shall include Internet Access service for a 1Gbps connection speed. The Bid must also include a description of how the Internet Access service is protected against Distributed Denial of Services (DDoS). This service is for the time period from July 1, 2022 through June 30, 2023. Any and all USF E-rate “ineligible” products and/or services must be listed separately in the Bid. Multi-year proposals are acceptable.

Direct any and all questions regarding **Section IV A** of this RFP to:  
**Rhonda Marcum, Superintendent** at: [rmarcum@calhounhs.org](mailto:rmarcum@calhounhs.org)

**V. SIGNATURE PAGE**

*I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the USF conditions, general conditions and product and services specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.*

**SUBMITTED BY:**

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

Company Address: \_\_\_\_\_

City, State &amp; Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**VI. 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.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to the familial disclosure requirement provided in the Battle Creek Area Learning Center Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder or any employee of the bidder, and any member of the Battle Creek Area Learning Center Board of Education and/or the Superintendent.

- ☐ **The following are the bidder's familial relationship(s) with the Battle Creek Area Learning Center:**

	<b>Bidder/Employee</b>	<b>Name Related to:</b>	<b>Relationship</b>
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages, if necessary, to disclose all familial relationships.)

- ☐ **There is no familial relationship that exists** between the bidder and/or any employee of the bidder and any member of the Battle Creek Area Learning Center Board of Education and/or the Superintendent.

**Bidder:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_ County, \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public Signature)

**SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

## **VII. IRAN LINKED BUSINESS AFFIDAVIT**

*All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the Battle Creek Area Learning Center Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

- ☐ **There is not an “Iran Linked Business” that exists** within the bidder and/or owner, officers, directors, and employees.

**Bidder:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for

\_\_\_\_\_ County, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

\_\_\_\_\_  
(Notary Public Signature)

**SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_