

REQUEST FOR QUOTATION	<p style="text-align: center;">TROY SCHOOL DISTRICT</p> <p style="text-align: center;">1140 RANKIN, TROY, MICHIGAN 48083</p> <p style="text-align: center;">248-823-4052</p> <p style="text-align: center;">FAX: 248-823-4077</p>	REQUISITION
No. 9669		
DUE DATE NO LATER THAN 4-21-10 3 p.m.		DATE 4-7-10

REQUEST FOR QUOTE – NOT AN ORDER

THIS FORM MUST BE UTILIZED WHEN RESPONDING TO THIS REQUEST
BID ENVELOPE ENCLOSED

THE RFQ NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE, THIS IS NOT AN ORDER

Quantity	DESCRIPTION	UNIT PRICE	AMOUNT
	<p>Please supply us with your bid to furnish the Troy School District with TELEPHONE SYSTEM UPGRADES.</p> <p style="text-align: center;">Copies of the bid are available at:</p> <p style="text-align: center;">www.troy.k12.mi.us/purchasing/items_out_for_bid.htm (left column)</p> <p style="text-align: center;">Bid recaps will be available at:</p> <p style="text-align: center;">www.troy.k12.mi.us/purchasing/items_out_for_bid.htm (right column)</p> <p style="text-align: center;"><u>FACSIMILE BID IS NOT ACCEPTABLE</u></p> <p>Bids will not be accepted if submitted after the deadline specified (local time) in the advertisement to bid or in the information to bidders. The late submission of a bid makes the bid nonrepsonsive and is a material defect which shall not be waived by the Board of Education. Delays in the mail will not be considered. All Late bids in the mail will be returned to the bidder unopened.</p> <p>Proposal for the submission of alternatives by vendors will be accepted and reviewed. However, if any substitution or departure is not clearly noted and described, it will be understood that the bid intends to exactly meet the specifications.</p> <p>The Board of Education shall be the sole judge as to whether the proposed goods are "equal" or "approved". Quotations must be mailed or delivered to the Purchasing Office, 1140 Rankin, Troy, MI 48083 no later than 3 p.m. on the date shown above. Michigan State Sales and Use Taxes and Federal Excise Taxes do not apply unless otherwise indicated. Exemption certificates will be furnished when necessary. This request imposes no obligations on the buyer. The Board of Education reserves the right to accept or reject any or all bids or to split awards by items or to accept bids, which will best serve the Board of Education.</p>		

THIS AREA MUST BE FILLED IN

DELIVERY TIME	PRICES FIRM FOR	NAME OF COMPANY	TELEPHONE NO.
TERMS		NO. & STREET	FAX #
FOB DELIVERED	ALL DELIVERY CHARGES MUST BE INCLUDED IN PRICES SHOWN	CITY, STATE & ZIP CODE	E-MAIL
CONTACT PERSON (PLEASE PRINT)		SIGNATURE	DATE

Note: All bidders are specifically reminded that a completed Affidavit of Bidder (Familial Disclosure) MUST be completed and submitted with the bid response. Failure to include a completed copy will be grounds for disqualification of bid. The Affidavit of Bidder is required to be notarized for construction bids only. All others only require completion and signature.

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of _____ (the “Bidder), pursuant to the familial disclosure requirement provided in the _____ (the “School District”) advertisement for construction bids, hereby represent and warrant except as provided below, that no familial relationships exist between the over(s) or any employee of _____ and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____.

,Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

ADVERTISEMENT TO BID

The **Troy School District** is seeking qualified bids for telephone system upgrades. Bid proposals will be received by Troy School District, 1140 Rankin, Troy, MI 48083 delivery or mail, to the attention of Frank Lams by **3:00 p.m.** local time on **Wednesday, April 21, 2010.** (The clock used for receiving bids is located at the Rankin office in the main office area). Proposals must be sealed with Bidder's name on the outside of the envelope and designated as follows:

**Sealed Proposal
Telephone System Upgrades
Bid Package 9669
Contractor Name, Address, Phone Number**

Proposals shall be based on the requirements set forth in this bid package specification. Any resultant contract shall be based on these specifications.

Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract price, satisfactory Performance Bond and Payment Bond and Certificates of Insurance as required.

Unless otherwise specifically set forth, this Project is subject to state sales and/or use taxes and Bidder is required to include such taxes in its Bid Proposal.

Bid Proposals will be publicly opened immediately following receipt of bids by the Troy School District and evaluated by Owner with awards subsequently made by Troy School District.

The Owner shall not open, consider or accept a Bid Proposal that is received after the date and time specified for bid submission in this Advertisement for Bids.

Bidding Documents will be available for examination and distribution on or after April 7, 2010. Examination may be made at the following locations:

- Troy School District, 1140 Rankin, Troy, MI 48083
- Construction Association of Michigan, 43636 Woodward Ave., Bloomfield, MI 48302

Bid Proposals shall be on forms furnished by **Troy School District**. Bidders will be required to submit with their Bid Proposals, a notarized Familial Relationship Disclosure Form, a Bid Security by a qualified surety authorized to do business in the State of Michigan where the Project is located, an OSHA Form 300 for the most recent completed year, their worker's compensation Experience Modification Rate (EMR) factor and any other information required in the Instructions to Bidders. Bidders shall not withdraw Bid Proposals for a period of **ninety (90)** days after date for receipt of Bid Proposals.

The right to accept or reject any or all Bid Proposals, either in whole or in part, to waive any informalities or irregularities therein and to award the contract to other than the low bidder is reserved by Troy School District.

All Bid Proposals shall be accompanied by the sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any member of the School Board or the superintendent of the School District. Bid proposals that do not include this sworn and notarized disclosure statement will not be considered accepted.

End of Advertisement

TROY SCHOOL DISTRICT
Telephone System Upgrades
BID 9669

BID SECURITY

- A. Bid security in the form of a bid bond issued by a qualified surety, certified check or cashier's check in the amount of five percent (5%) of the Base Bid amount will be required at the time of submission of the Bid Proposal. Bid bonds shall be duly executed by the bidder, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better.
- B. Bid bond shall pledge that the Bidder, with the understanding that if its Bid Proposal is accepted, will enter into the Agreement with Troy School District for any of the Bid Category(ies) accepted from its Bid Proposal and will, if required, furnish performance and payment bonds covering the faithful performance of the Agreement and the payment of all obligations arising there under. The attorney-in-fact, who signs the surety bond, must submit along with the bond, a certified and effectively dated copy of his/her power of attorney.
- C. Bid bond form AIA Document A310 is approved for use on this Project.
- D. The bid security obligees shall be **Troy School District** and the amount of the bid security shall become their property in the event that the Bidder fails, within Sixty (60) days of notice of award or receipt of the Agreement form, to execute the Agreement, and deliver the performance and payment bonds as described. In such case, the bid security shall be forfeited to Troy School District as liquidated damages, not as a penalty.
- E. The Owner will have the right to retain the bid security(ies) of Bidders to whom an award is being considered until either (a) the Agreement has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bid Proposals may be withdrawn, or (c) all Bid Proposals have been rejected.
- F. Bid security will be returned to the successful bidders after the Agreement has been executed, and acceptance of required performance and payment bonds. The bid security of Bidders that are not under consideration for award of the Agreement will be returned to those Bidders.

SUBMISSION OF BIDS

- A. All copies of the Bid Proposal, the bid security and any other documents required to be submitted with the Bid Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified with the Project name, the bidder's name and address, if applicable, the designated portion of the Work for which the Bid Proposal is submitted. If the Bid Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the envelope.
- B. Bid Proposals shall be deposited at the designated location prior to the time and date for receipt of Bid Proposals indicated in the Advertisement to Bid, or any extension thereof made by Addendum. Bid Proposals received after the date and time for receipt of bids will be returned unopened.

- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid Proposals.
- D. Oral, telephonic, facsimile, emailed or telegraphic Bid Proposals or bid securities are invalid and will not receive consideration.
- E. Bid Proposals will only be accepted for individual Bid Categories. Bidders are required to bid an entire Bid Category. Bidders may bid more than one Bid Category. Combined bids covering several Bid Categories may not be accepted unless separate bid amounts are listed for each Bid Category making up the combined bid amount. The amount for a combined bid, however, need not be equal in amount to the total of the individual category bids.

MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

- A. A Bid Proposal may not be modified, withdrawn or canceled by the Bidder after the stipulated time period and date designated for the receipt of Bid Proposals, and each Bidder so agrees in submitting its Bid.
- B. Prior to the time and date designated for receipt of Bid Proposals, any Bid Proposal submitted may be modified or withdrawn by notice to the party receiving Bid Proposals at the place designated for their receipt. Such notice shall be in writing over the signature of the Bidder.
- C. Withdrawn Bid Proposals may be submitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security under B. or C., above shall be in an amount for the Base Bid as modified or resubmitted.

CONSIDERATION OF BIDS

OPENING OF BIDS

- A. Bid Proposals received on time will be open publicly.
- B. Bid Proposals shall be held open and irrevocable for **Ninety (90)** days after the receipt of bids.

REJECTION OF BIDS

- A. **Troy School District** shall have the right to reject any or all bid Proposals and to reject a Bid Proposal not accompanied by the required bid security or by other information required by the Bidding Documents, or to reject a Bid Proposal which is in any way incomplete or irregular.
- B. Bid Proposals 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, qualified or conditional Bid Proposals, or irregularities of any kind which may make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 3. If Bidder adds any provisions reserving right to accept or reject any award, or enter into the Agreement pursuant to an award.
 - 4. If Unit or Lump Sum prices or Alternates contained in the Bid Proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values.

5. If Bidder fails to complete the Bid Proposal Form where information is requested so the Bid Proposal form cannot be properly evaluated.
6. Bidder is deemed to not be the Lowest Responsive, Responsible Bidder by definition and prevailing statutes.
7. Bidder does not submit with its Bid Proposal a sworn and notarized statement of Familial Disclosure.

ACCEPTANCE OF BID (AWARD)

- A. It is the intent of the **Troy School District** to award the Agreement to the Lowest Responsive and Responsible Bidder provided the Bid Proposal has been submitted in accordance with the requirements of the bidding Documents and does not exceed the funds available. **Troy School District** shall have the right to waive any informality or irregularity in any bid Proposal received and to accept Bid Proposals which, in its judgment, are in its own best interest which includes not awarding to the low bidder. **Troy School District** reserves the right to reject any bid Proposal in its sole discretion except where otherwise provided by law.
- B. **Troy School District** shall have the right to accept any Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid, Voluntary Alternates and Alternates accepted.

INSURANCE REQUIREMENTS

As a condition of performing work under the Agreement, Contractor will keep in force, at all times during performance of the Work, policies of insurance covering all Basic Insurance Requirements and any applicable Supplemental Insurance Requirements. The requirements identified below are minimum requirements. If the Agreement or other Contract Documents impose additional or higher standards, contractor shall meet those as well. Where a Controlled Insurance Program (“CIP”) is specified in the Contract Documents, these insurance requirements shall not apply to coverage supplied by the CIP, but shall apply to coverage which Contractor is required to carry outside the scope of the CIP.

Basic Insurance Requirements

Workers’ Compensation covering Contractor’s statutory obligations in the State(s) in which the Work is to be performed or Federal statutory obligations, if applicable to the Project and Employers’ Liability insurance with limits of liability of \$1,000,000 per accident. Where applicable, a US Longshore and Harborworker’s Compensation Act endorsement must be included.

If Contractor employs the services of leased employees for the Work or for a portion of the Work, it will be required to submit evidence, to the satisfaction of the Troy School District, that such leased employees are fully covered by the minimum limits of Workers’ Compensation and Employers’ Liability Insurance. Such evidence shall include, but not be limited to, submission of the applicable leasing agreement.

Automobile Liability insurance with the limit of \$1,000,000 per accident covering Contractor’s owned, non-owned and hired automobiles.

Commercial General Liability Insurance written on the 1988 ISO OCCURRENCE policy form or subsequent versions with the limits of liability as follows:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

This coverage shall include coverage for premises-operations, independent contractors' protective products and completed operations, personal injury and broad form property damage (including coverage for explosion, collapse, and underground hazards), and Contractual Liability protection with respect to Contractor's indemnification obligations under the Contract Documents. Products-completed operations coverage must be maintained for at least two years after final completion of the Project.

General Provisions

Every policy must be written by an insurance company licensed in the state of Michigan and is reasonably acceptable to the Troy School District.

For Employer's Liability, Commercial General Liability and Automobile Liability may be attained by a combination of an underlying policy with an umbrella or excess liability policy.

The Troy School District shall be endorsed as additional insureds on Contractor's liability insurance (including general liability, excess liability, automobile liability and pollution liability, where applicable, with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional insured, Form B CG 20 10 11 85 or CG 20 26 11 85. Forms that do not provide additional insured status for completed operations will not be accepted.

Contractor will furnish, before any work is started, certificates of insurance showing the required coverage Receipt by Troy School District of a non-conforming certificate of insurance without objection, or Troy School District's failure to collect a certificate of insurance, shall not waive or alter Contractor's duty to comply with the insurance requirements. Modifications to these insurance will not be effective unless made in a writing executed by an authorized representative of the Troy School District. Upon written request by Troy School District, contractor will provide copies of its insurance policies.

Evidence of the required insurance is to be provided to Troy School District on ACORD Certificate Form 25-S and must indicate:

Any coverage exclusions or deviations from the 1988 ISO commercial general liability form or subsequent versions;

Best's rating for each insurance carrier at A minus VII or better;

That the issuing insurance company will provide thirty (30) days written notice of cancellation to the certificate holder and the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed;

That additional insured endorsements have been provided as required under the Contract Documents;

and

Any deductibles over \$10,000 applicable to any coverage.

All coverage must be primary and not excess over or contributory with any other valid, applicable and collectible insurance in force for Troy School District, or other insureds.

Contractor will provide full coverage for all of Contractor's equipment, property and tools used in the Work.

Contractor shall waive, and shall require (by endorsement or otherwise) its insurers providing the coverage required by these insurance requirements to waive, subrogation rights against Troy School District, and all other additional insureds for losses and damages incurred and/or paid under the insurance policies required by these insurance requirements or other insurance applicable to Contractor or its Subordinate Parties, and will include this same requirement in contracts with its Subordinate Parties. If the policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of each policies will cause them to be so endorsed.

Contractor will send or fax a copy of these insurance requirements to its agent when an insurance certificate is requested to assure that the policies comply with the insurance requirements.

If Contractor requires its Subordinate Parties to provide additional insured endorsements in favor of Contractor, those endorsements shall be extended to Troy School District and all other required additional insureds.

Contractor's duty to provide the insurance coverage set forth in these insurance requirements is a severable obligation from Contractor's indemnification obligations under the Contract Documents. Nothing in these insurance requirements shall be deemed to limit Contractor's liability under the Agreement.

TROY SCHOOL DISTRICT
Telephone System Upgrades
BID 9669

Troy School District is seeking quotes to upgrade its Mitel phone switch hardware and management software as described below. **No alternative manufacturers' equipment will be considered.**

<u>Quantity</u>	<u>Description</u>
17	Furnish and install hardware and software to replace existing Mitel 3340 controller with Mitel 3300 MXell running v4.1 code, standard mfg warranty (clearly define warranty terms)
4	Provide licenses and labor to upgrade system software on existing Mitel 3300 LX switches to v4.1 code to unify software across district
1	Provide license and labor to upgrade to Enterprise Manager software on existing server (HP DL380 server, quad core Xeon 3.0 GHz, 4 GB RAM, 15 GB free disk primary partition/112 GB free secondary, RAID 5, 10k drives, Windows Server 2003 SP2 32-bit)

Most work will be completed during daytime shift, 7 am-3 pm beginning on or after June 28, 2010 and completed no later than July 30, 2010 at all sites. Three of the software upgrade sites may require second shift or weekend schedules due to the nature of the buildings they serve – bidders shall clearly indicate any shift premium costs if a straight shift schedule cannot be developed for those sites.

MANDATORY ALTERNATE 1

<u>Quantity</u>	<u>Description</u>
17	Unit price upgrade to three year extended warranty for 3300 MXell controller

MANDATORY ALTERNATE 2

<u>Quantity</u>	<u>Description</u>
17	Provide trade-in pricing for seventeen (17) Mitel 3340 switches

**TROY SCHOOL DISTRICT
Telephone System Upgrades
BID 9669**

<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>
17	Replace Mitel 3340 with Mitel 3300	_____	_____

Warranty Terms: _____

4	Licenses and labor on Mitel 3300 switches	_____	_____
1	License and labor to Enterprise Manager	_____	_____

MANDATORY ALTERNATE 1:

17	Unit Price upgrade to 3-year ext. warranty	_____	_____
----	--	-------	-------

MANDATORY ALTERNATE 2:

17	Trade -in pricing for Mitel 3340 switches	_____	_____
----	---	-------	-------

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

**Bid 9669
Phone System Upgrades
ADDENDUM #1**

**Addendum changes: quantity updates, add
Mandatory Alternate #3**

<u>Quantity</u>	<u>Description</u>
19 (was 17)	Furnish and install hardware and software to replace existing Mitel 3340 controller with Mitel 3300 MXeII running v4.1 code, standard mfg warranty (clearly define warranty terms)
3 (was 4)	Provide licenses and labor to upgrade system software on existing Mitel 3300 LX switches to v4.1 code to unify software across district
1	Provide license and labor to upgrade to Enterprise Manager software on existing server (HP DL380 server, quad core Xeon 3.0 GHz, 4 GB RAM, 15 GB free disk primary partition/112 GB free secondary, RAID 5, 10k drives, Windows Server 2003 SP2 32-bit)

Bidders shall include rebate/trade-in pricing if available for the seventeen 3340 switches.

Most work will be completed during daytime shift, 7 am-3 pm beginning on or after June 28, 2010 and completed no later than July 30, 2010 at all sites. Three of the software upgrade sites may require second shift or weekend schedules due to the nature of the buildings they serve – bidders shall clearly indicate any shift premium costs if a straight shift schedule cannot be developed for those sites.

MANDATORY ALTERNATE 1

<u>Quantity</u>	<u>Description</u>
19 (was 17)	Unit price upgrade to three year extended warranty for 3300 MXeII controller

MANDATORY ALTERNATE 2

<u>Quantity</u>	<u>Description</u>
19 (was 17)	Provide trade-in pricing for nineteen (19) Mitel 3340 switches

MANDATORY ALTERNATE 3

<u>Quantity</u>	<u>Description</u>
1	Provide licenses and labor to upgrade system software on existing Mitel 3300 LX switches to v4.1 code at Troy Career Center

**TROY SCHOOL DISTRICT
Telephone System Upgrades
BID 9669**

AMENDED PRICING SHEET

<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>
19	Replace Mitel 3340 with Mitel 3300	_____	_____

Warranty Terms: _____

3	Licenses and labor on Mitel 3300 switches	_____	_____
1	License and labor to Enterprise Manager	_____	_____

MANDATORY ALTERNATE 1:

19	Unit Price upgrade to 3-year ext. warranty	_____	_____
----	--	-------	-------

MANDATORY ALTERNATE 2:

19	Trade –in pricing for Mitel 3340 switches	_____	_____
----	---	-------	-------

MANDATORY ALTERNATE 3:

1	License and labor to upgrade to v4.1 at Troy Career Center	_____	_____
---	---	-------	-------

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

**Troy School District
Telephone System Upgrades
Bid 9669**

SunTel Services

Qty	Description	<u>Unit Cost</u>	<u>Total</u>
19	Replace Mitel 3340 with Mitel 3300	2,395.50	45,514.50
	Warranty		One Year Parts & Labor Warranty on parts listed on Upgrade; Includes 4 hour onsite response Monday-Friday 8am-5pm
3	Licenses/Labor Mitel 3300 switches	474.32	1,422.96
1	License/Labor to Enterprise Manager	2,282.15	2,282.15
1	Performance Bond	488.80	488.80
MANDATORY ALTERNATE 1			
19	Unit Price upgrade to 3 year warranty	373.50	7,096.50
MANDATORY ALTERNATE 2			
19	Trade-in pricing for Mitel 3340 switches	(375.00)	(7,125.00)
MANDATORY ALTERNATE 3			
1	License/Labor to upgrade to v4.1 Troy Career Center	1,485.90	1,485.90
VOLUNTARY ALTERNATES			
1	Software Assurance all site (without labor) Year 2	5,348.00	5,348.00
4	3 year warranty ofr HS, Baker & Career Ctr	560.25	2,241.00
1	Suntel Package Discount	(5,500.00)	(5,500.00)
	Total Bid		53,254.81

Brinker Tech Team: No Response

Complete Communications: No Bid

Integrated Communications Services: No Response

LVC Technologies: No Response

Sound Electronic Solutions: No Response