

# REQUEST FOR PROPOSAL

Mecklenburg County Schools Network Electronics

## MECKLENBURG COUNTY SCHOOLS

175 MAYFIELD DRIVE  
BOYDTON, VA 23917

### OWNER'S REPRESENTATIVE:



COMMUNICATIONS & CONSULTING  
AN EMPLOYEE OWNED COMPANY

PO Box 999 • Bakersfield, Ca. • 93302  
Phone: 661.716.1840 • Fax: 661.716.1841  
[www.infinitycomm.com](http://www.infinitycomm.com)

Published Date:  
September 22, 2021

0723E-22C.1

## **TABLE OF CONTENTS**

Proposal Introduction .....	3
Instructions to Respondents .....	4
General Information .....	6
01 – PROPOSAL FORM .....	9
02 – CONTINGENCY FEE AS A STANDARD PRACTICE .....	11
03 – ELECTRONIC ITEM 21 ATTACHMENT SHEET .....	12
04 – SUBSTITUTION LISTING .....	13
05 – DESIGNATION OF SUBCONTRACTORS .....	14
06 – NONCOLLUSION AFFIDAVIT .....	16
09 – CONTRACTOR'S QUALIFICATION FORM .....	17
10 – MANUFACTURE'S CERTIFICATION FORM .....	23
11 – CONTRACTOR LICENSE CERTIFICATION FORM .....	24
13 – PROPOSAL BOND .....	25
14 – CONTRACTOR AGREEMENT .....	26
15 – PAYMENT BOND .....	30
16 – FAITHFUL PERFORMANCE BOND .....	32
SCOPE OF WORK .....	34

## **SPECIFICATIONS**

272000    Network Electronics

## **PROPOSAL INTRODUCTION**

Mecklenburg County Schools, here after referred to as Owner or District, is seeking proposal from qualified Respondents to furnish specialized technology equipment and services. The Owner and their governing board have determined that it is in the best interest of the Owner to procure these goods and services through the competitive negotiations process, pursuant to Public Contract Code Section 20118.2. The Owner intends to award a contract for services to the qualified Respondents whose proposal is the most advantageous to the school district.

**All updated project information, forms, including addenda, will be distributed thru the project website, located at <https://www.infinitycomm.com/menus/projects.html> & <https://portal.usac.org/suite/>. All these documents shall be made part of and material to the contract for services.** The Owner expects that the Respondent include all project information, including addenda in their proposed proposal price. Failure of the Respondent to include all addenda in their proposal will result in the Owner rejecting their proposal.

All Respondents interested in providing a proposal for this project must email their response to [p2bids@infinitycomm.com](mailto:p2bids@infinitycomm.com), no later than **October 20, 2021 by 11:00 AM PST**. Proposals received after the listed date and time will not be accepted.

All inquiries concerning the project should be directed to the Owner's Representative. All request for

Attention: John Cleveland  
Infinity Communications and Consulting, Inc.,  
4909 Calloway Dr.  
Bakersfield, Ca. 93312  
(661) 716-1840 Phone  
(661) 716-1841 Fax  
[p2bids@infinitycomm.com](mailto:p2bids@infinitycomm.com)

## Instructions to Respondents

**READ THIS DOCUMENT CAREFULLY.  
DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS  
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME OWNER.**

### PREPARATION OF PROPOSAL FORMS

The Respondent's price shall be submitted on the prescribed Proposal Form, completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures as so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand, digital signatures are acceptable. Prices, wording, and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Respondent.

### FORM AND DELIVERY OF PROPOSALS

The proposal must conform and be responsive to all project documents and shall be made on the Proposal Form provided, and the complete proposal, together with any and all additional materials as required, shall be compiled and contained in a single PDF document and emailed to the location specified in the "Proposal Introduction" section above. The PDF shall be plainly marked with the Respondent's name, the Project designation and the date and time for the opening of proposals. It is the Respondent's sole responsibility to ensure that its proposal is received prior to the proposal deadline.

### PROPOSAL REQUIREMENTS

Proposals shall include the following:

1. **Proposal Narrative** – The Respondent will include with their proposal a written narrative, detailing the means and methods, the Respondent intends to employ to perform the services requested in this RFP. The Proposal Narrative shall not exceed 10 pages (page limit excludes RFP Forms and Electronic Item 21 Attachment Sheets). The proposal narrative shall include at a minimum:
  - a. A brief description of the Respondent, and their relevant history in the marketplace.
  - b. An implementation plan, **including** a project schedule and short description of each task/milestone, necessary for the successful delivery of the requested equipment and services.
  - c. A description, if applicable, of the "Owner Supplied" programming requirements and/or sample system configuration questionnaire that the owner will be required to provide to the Respondent to successfully complete the project.
  - d. A statement, if applicable, that clearly address any conflict or inability on the part of the Respondent to meet the system(s) and/or terms and conditions specified in this document.
2. **Proposal Form** - The Respondent shall provide their price on the provided "Proposal Form". If the Respondent wishes to propose "Alternate" pricing and/or product options, they may do so only in addition to supplying a "Proposal Form" for the requested service. A brief description and scope of the Base Proposal & Additive Alternates are supplied below:

#### **Base Proposal**

The Base Proposal Price shall **include all material, sales tax and labor** to complete the work described in this RFP and the associated Design Documents.

*\*Contractor will be required to provide Site pricing for billing and funding allocation purposes.*

#### **Contingency Fee**

The Respondent shall include their Contingency Fee amount if it is a standard business practice of the Respondent.

3. **Contingency Fee as A Standard Practice** – The Respondent shall complete and submit with their proposal the attached form to demonstrate whether or not a Contingency Fee is a standard business practice of the Respondent. If the Respondent elects to offer the Contingency Fee, the Respondent agrees that the Contingency Fee will be used for adds, moves and changes requested by the Owner during the construction process for eligible services only. If the Owner does not request adds, moves, or changes the E-Rate eligible committed funding amount of the contingency will be given back to the E-Rate program.

4. **Electronic Item 21 Attachment Sheet** – The Respondent shall provide itemized pricing for all equipment to be included in this Proposal Response. Pricing shall include E-Rate eligibility, materials, labor, tax, shipping, and any other associated charges. This will be provided in the included spreadsheet format.

Due to filing requirements, an electronic copy will be required at the time of proposal. Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be consideration for proposal dismissal.

5. **Substitution Listing** – The Respondent may, if they so choose, propose to “substitute “ product that they deem “equal” or “better” to the specified products that was not “Pre-Approved” prior to the Proposal Date. Contractor shall list the approved product(s) with the corresponding proposed substituted product(s). The Respondent shall bear the sole responsibility to provide the supporting documentation to validate their claim that the proposed substituted items are equal or exceeds the specified products.
6. **Designation of Subcontractors** – The Respondent will provide a list of all subcontractors that will be used on this project. Unless authorized in writing by the Owner, the winning Respondent will not be allowed to use any subcontractors other than those listed in the response.
7. **Noncollusion Affidavit** – The Respondent must provide in their proposal a noncollusion affidavit. Respondent shall submit a notarized copy of the form with their proposal response.
8. **Proposal Bond** – The Respondent is required to provide proposal security in the amount equal to ten percent (10%) of the proposal amount. Respondent is required to provide one of the following forms of Respondent’s security; cash, a cashier’s check, a certified check, or a Respondent’s bond executed by an admitted surety insurer, made payable to the Owner. Respondent shall submit the Proposal Bond form and Respondent’s security in their proposal response.
9. **Contractor’s Qualifications Form** – The Respondent shall complete and submit the attached “Qualifications Form” as a part of their proposal. Respondent shall include a minimum of three (3) references that demonstrate their ability to provide the services requested in this RFP. References will include Contact Name, Organization Name, Telephone, and email information for Contact.
10. **Contractor License Certification Form** – Respondent shall include in their proposal response the Virginia State issued contractor license number, expiration date and name holder for the license applicable to the work provided. Respondent shall also provide a copy of their license in their proposal.
11. **Manufacture’s Certification Form** – Respondents shall include in the proposal response the certification applicable to the scope of work they are proposal; Respondent shall include a copy of the certification from the manufacture with their proposal.
12. **Contractor Agreement** – The Respondent will include one (1) signed and dated copy of the attached Contractor Agreement with their proposal. Once all proposals have been received, and evaluated, the District will sign, date, and return the successful Respondent’s agreement(s).
13. The following forms and documents have been supplied for reference and are not required to be returned with the Respondent’s response. The winning Respondent will be required to return these documents within ten (10) calendar days of the issuance of the Owner’s “Notice to Proceed”.
  - a. 14 - Payment Bond
  - b. 15 - Faithful Performance Bond
  - c. 16 - Fingerprinting Certification Form
  - d. 17 - Prevailing Wage Compliance Certification
14. All other attachments as indicated in the RFP documents.

## GENERAL INFORMATION

### E-RATE PROGRAM REQUIREMENTS

This project will depend on partial funding from the Schools and Libraries Division's E-Rate program. The Owner expects each vendor to make themselves well versed with the rules or regulations regarding the E-Rate program. All contracts entered into as a result of the posting of the Form 470/RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The Contractor shall be responsible to invoice and collect payment of the discounted contract amount from USAC, utilizing the SPI method. The undiscounted contract amount will be the maximum amount that the OWNER is liable. When utilizing the Service Provider Invoice method, the vendor agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before Vendor bills USAC.

In compliance with the E-Rate program rules, Contractor agrees that no services can be delivered prior to April 1, 2022. The contractor is responsible for providing a valid SPIN number with their proposal.

### VENDOR REQUIREMENTS

Prospective Respondents must be able to provide a portfolio describing experience with comparable projects in the K-12 customer market, and the appropriate State Contractor License. Respondents must meet the following qualifications in order to be considered:

1. Respondent must have a USAC Service Provider Identification Number (SPIN)
2. Respondent must hold the required Manufacture Certifications for the Products/Systems proposed in their proposal.
3. Respondent shall provide educational discount pricing or better.
4. Respondent must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the Owner.
  - a. Vendor shall work with manufactures to establish the manufactures warranty period, starting at the time of delivery or notice of completion (as agreed upon by the District).
5. Respondent must provide all components and parts of the system(s) broken out in the proposal and unit pricing for each component, on the Form 471 Block 5 Item 21 attachment sheet.

### PROPOSAL BOND

A Proposal Bond shall be required and shall be supplied with the Respondent's proposal response, as a guarantee that the Respondent will, enter into an agreement with the Owner to perform the services identified in this Request for Proposal. All proposals shall be presented under sealed cover and accompanied by one of the following forms of Respondent's security: cash, a cashier's check, certified check, or a Respondent's bond executed by an admitted surety insurer, made payable to the trustees. The security shall be in an amount equal to at least Ten Percent (**10%**) of the amount proposal. A proposal shall not be considered unless one of the forms of Respondent's security is enclosed.

### REQUEST FOR INFORMATION (RFI)

All inquiries and/or questions regarding the proposal shall be submitted in writing to the Owner's Representative. All response to prospective Respondent's requests for information will be issued in written form. Any request that is received less than five (5) days prior to the proposal date will not be considered. All RFI's are to be submitted to the contact person and email listed in the **Proposal Introduction**.

### EQUIVALENT PRODUCTS

All approved Products/Systems, hereafter referred to as "Items", are described and provided in "Scope of Work" and associated project documents.

All other items other than those specifically addressed in the RFP document that the Respondent is seeking pre-approval for must be sent to the Owner's Representative for review. All requests for pre-approval must be received by the Owner's Representative no later than ten (10) calendar days before the proposal date. Requests received after the deadline will not be considered.

Respondents wishing to submit Items for pre-approval will be required to perform the following:

1. Provide specifications and cut sheets for the proposed item.
2. Provide an itemized comparison to each of the Item's functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line by line basis, using one of the following three criteria: "exceeds" / "matches" / "unequal".
3. Provide a spreadsheet that cross-references the proposed new Part Number and Description to its corresponding specified the approved Part Number and Description.

Any new Approved Equals will be published in addendum form prior to the proposal date. All proposals received that do not comply with the entire scope of work described in said documents, will be considered incomplete and the Owner reserves the right to list the Contractor's Proposal as non-responsive.

Failure to receive written approval for products installed that deviates from the products called for in this specification and/or on the project documents will result in the contractor replacing the unapproved materials and equipment with the originally specified products **at no additional cost to the Owner.**

#### SUBSTITUTIONS

The Respondent may proposal products or systems, hereafter referred to as "Items", which are "equivalent" or better to the Items approved in the Project documents. If the Respondent chooses to proposal an "equivalent" item, without seeking pre-approval, the Respondent shall submit all pertinent and appropriate data substantiating its request for substitutions in their proposal response using the "Substitution Listing" form. Documentation received after the proposal date and time will not be accepted.

The OWNER is not responsible for locating or securing any information that is not included in such substantiating data. The burden of proof as to demonstrating the quality or suitability of proposed "equivalent" items shall be borne by the Respondent. The OWNER shall be the sole judge as to the quality and suitability of proposed "equivalent" items, and decisions of the OWNER shall be final and conclusive. All such decisions by the OWNER shall be in writing, and no proposed "equivalent" item shall be deemed approved unless the OWNER has so indicated in writing.

#### PROPOSAL EVALUATION PROCESS

The Owner will evaluate and select the winning proposal based on the following criteria:

1. **Price (40%)** – Price will be the highest weighted factor. Price will be evaluated on the sum total of the Base Proposal and all Additive Alternates. Contingency Fees will not be included in the low proposal evaluation.
2. **Experience & Qualifications (30%)** – The Owner will evaluate the Respondent's ability to demonstrate their experience in the industry and performance on projects similar to their proposed system as well as demonstrate their technical qualifications and system certifications necessary for the successful completion of their proposed system. The score can be positively or negatively affected based on the District's prior experience with the service provider.
3. **Accuracy of Proposal Response (15%)** – The Owner will evaluate the proposal response for completeness and adherence of the Respondent to the requirements of the RFP. Amendments, exceptions, and alterations of the specified systems and of project documents will be evaluated and weighed on their merits. Owner reserves the right to reject any/all proposals that do not meet the requirements set forth in this document.
4. **Service (10%)** – The Owner will evaluate Service based on the Respondent's ability to demonstrate their responsiveness to and the related cost for Service/Maintenance calls, Emergency/Trouble calls, and their service and travel costs.
5. **Contingency as a Standard Practice (5%)** – The Owner will be evaluating the Respondent's contingency fee in accordance with industry standard practices and on USAC's PIA policies.

#### PROTEST PROCEDURE

Respondent's wishing to file a formal protest must adhere to the Mecklenburg County Schools procedures which can be found at <https://mcpsweb.org/>

CONTRACT ADMINISTRATION

The contractual agreement shall be between the Owner and the Contractor. The acceptable agreement has been prepared by the Owner's Representative and has been included in the Request for Proposal (RFP). Respondents will sign the provided agreement and provide (2) two original signed copies with their proposal. The Owner shall return to the Respondent with the highest ranked evaluated proposal one (1) fully executed original copy of the agreement. Owner will return all proposal securities and unsigned agreements back to the unsuccessful Respondents.

RIGHT TO TERMINATE

The OWNER reserves the right to cancel this Project and terminate this Contract at any time prior to the issuance of a Notice to Proceed. If OWNER exercises its cancellation/termination rights as set forth herein prior to the issuance of a Notice to Proceed, OWNER shall have no liability to Contractor for any proposal preparation or any other costs which may be incurred by the Contractor prior to cancellation of the Contract.

PROJECT SCHEDULE

The following are the anticipated project milestones:

Proposal Date	October 20, 2021, 11:00 AM PST
Award of Contract	TBD
Notice to Proceed	TBD (dependent on E-Rate funding)
Contractor's Submittal's due	<b>1 Week</b> from Notice to Proceed Date
Project Duration	120 Calendar Days
Project Completion	No later than 120 after issuance of the Notice to Proceed.

LIQUIDATED DAMAGES

The target dates pertaining to this project **must** be adhered to by the contractor or liquidated damage will be assessed by the Owner. Contractor shall be assessed the sum of **Five Hundred Dollars and No Cents (\$500)** per day as liquidated damages for each and every calendar day the work required under the Project documents remains unfinished past the time for completion as shown on the Project Schedule.

The Contractor will pay to the Owner -or- the Owner may retain from amounts otherwise payable to the Contractor, said amount for each calendar day after failure to meet the requirements of the contract completion as shown on the Project Schedule.

No extension of time will be granted to the Contractor unless the circumstances are not the fault or negligence of the Contractor, including but not restricted to acts of God. An extension of time due to such circumstances must be submitted in writing and approved by the Owner prior to the completion date as shown on the Project Schedule.

COMPLETION OF WORK

The work on this project must be completed according to the above schedule. A final Notice of Completion shall not be granted to the contractor until the entire Scope of Work has been completed to the Owner's satisfaction. Completion of the project is contingent upon successfully installing, configuring, and demonstrating all the scopes of work are complete.

RIGHT TO REJECT ANY AND ALL QUOTES

The Owner reserves the right to reject any or all proposals and to waive any informalities or irregularities. The vendor's submission of a proposal is recognition of this right.

In addition, the Owner reserves the right to fund, or not to fund this project, regardless of E-Rate approval.



**01 – PROPOSAL FORM**

**PROJECT:** 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS  
**OWNER:** MECKLENBURG COUNTY SCHOOLS

Pursuant to Request For Proposal (RFP) and related documents, **the undersigned Respondent**, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with 0723E-22C.1 –Mecklenburg County Schools Network Electronics all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

**BASE PROPOSAL – Mecklenburg County Schools Network Electronics**

The Respondent agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, The Amount Shown In Words Will Govern).**

**Contingency Fee – If applicable per form 3A**

The Respondent agrees to negotiate in good faith with the Owner on future additional work not to exceed 10% of the Base Proposal for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, The Amount Shown in Words Will Govern).**

**Project will be awarded based on the evaluation criteria set forth herein.** Price will be evaluated based on the sum total of the Base Proposal.

The Respondent agrees that upon receipt of Owner's "**Notice to Proceed**", he/she will provide all required documents within **ten (10) calendar days** after the documents are presented for execution.

The Respondent has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed**.

**NAME OF RESPONDENT:** \_\_\_\_\_  
**FULL NAME OF ALL PARTNERS  
OR LEGAL NAME OF  
CORPORATION** \_\_\_\_\_  
(TYPE OR PRINT)

**AUTHORIZED CONTACT / PREPARER / SALES REPRESENTATIVE:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_  
(TYPE OR PRINT)

**TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

BY: \_\_\_\_\_  
(SIGNATURE IN INK) (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided, and representations made in this proposal are true and current and that this declaration was executed on \_\_\_\_\_ (date) at \_\_\_\_\_, Virginia."

PRESIDENT OF CORPORATION:  
\_\_\_\_\_  
(SIGNATURE IN INK) DATE  
\_\_\_\_\_  
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF CORPORATION:  
\_\_\_\_\_  
(SIGNATURE IN INK) DATE  
\_\_\_\_\_  
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

STATE CONTRACTOR'S LICENSE NO.: \_\_\_\_\_ FEDERAL I.D. NO: \_\_\_\_\_

LICENSE EXPIRATION DATE: \_\_\_\_\_

TYPE OF LICENSE: \_\_\_\_\_

PUBLIC WORKS CONTRACTOR'S REGISTRATION NO: \_\_\_\_\_

LICENSE IN THE NAME OF: \_\_\_\_\_  
(TYPE OR PRINT NAME)

CORPORATE SEAL:  
(IF APPLICABLE)

**02 – CONTINGENCY FEE AS A STANDARD PRACTICE**

**PROJECT:**     0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS  
**OWNER:**        **MECKLENBURG COUNTY SCHOOLS**

The "Owner" establishes a classification "Contingency Fee"; for adds/moves/changes as affected by the construction/funding schedule, changes to campus environment. This classification applies to all construction work. This classification is not based on permanent physical elements of construction. Rather, the classification items are cost components common to construction, project, and program estimates.

Contingency will not be allowed for increases to labor cost, taxes, surcharges, shipping, and handling.

Respondent agrees that the contingency will be used for adds, moves and changes requested by the owner during the construction process for eligible services only. If the owner does not request adds, moves, or changes the contingency will be given back to the E-Rate program.

Please fill in one of the following:

**YES** \_\_\_\_\_ (company name) **does include** contingency as a standard business practice as defined above. If YES please provide the "Contingency Fee" amount in percentage.

Equal to \_\_\_\_\_ % (not to exceed 10%) of the Base Proposal amount. The E-Rate Contingency Amount shall be:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Price in Words)

**-OR-**

**NO** \_\_\_\_\_ (company name) **does not include** contingency as a standard business practice as defined above.

I hereby certify under penalty of perjury, that the foregoing is true and correct. Executed at \_\_\_\_\_, Virginia, on \_\_\_\_\_, 20\_\_\_\_.

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

### **03 – ELECTRONIC ITEM 21 ATTACHMENT SHEET**

Respondent shall provide itemized pricing for all equipment to be included in this Proposal Response **BY SITE**. The site total price shown shall equal the amount the Respondent has provided on their submitted Proposal Form.

Due to filing requirements, an electronic copy will be required at the time of proposal.

Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for proposal dismissal.

Respondent shall include a Description, Part Number, Quantity and Price for each relevant item included in their proposal. Respondent shall provide the Labor cost as a line item.

A "Item 21 Attachment Sheet" is available in Excel format on the project website (<https://www.infinitycomm.com/menus/projects.html>).

**Provided by the "Service Provider"**

## 04 – SUBSTITUTION LISTING

**PROJECT:**     0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS

**TO:**     Mecklenburg County Schools (“OWNER”)

1. Pursuant to proposal and contract requirements for the work titled:  
   **Project:** 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS

The contract sum, proposed by the undersigned on the Proposal Form, is for the work as described in the Request for Proposal, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions, which were not Pre-Approved prior to the proposal date, for the Owner’s consideration. All substitutions must be listed on this form and submitted with the proposal, or they will not be reviewed.

2. Complete, attaching additional sheets as necessary:

Respondent proposes [check one]:     \_\_\_\_\_ no substitutions.  
   \_\_\_\_\_ the following substitutions:

Specified Product or Material	Proposed Substitution

3. All proposals should be calculated and submitted on the assumption that substitution requests will not be approved.
4. Respondent hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted. Respondent will supply all documentation to support this claim as attachments to the Substitution Listing with their proposal. Failure to provide adequate documentation may result in the disqualification of the proposal response.

**SIGNATURE MUST BE IDENTICAL  
TO THAT PROVIDED ON PROPOSAL FORM**

RESPONDENT: \_\_\_\_\_

BY: \_\_\_\_\_

**05 – DESIGNATION OF SUBCONTRACTORS**

**PROJECT:** 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS  
**OWNER:** MECKLENBURG COUNTY SCHOOLS

Each Respondent shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Respondent (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor who, under subcontract to the Respondent (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Respondent's (prime contractor's) total proposal and (b) the portion of the work which will be done by each subcontractor. The Respondent (prime contractor) shall list only one subcontractor for each such portion as is defined by the Respondent (prime contractor) in this proposal.

If a Respondent (prime contractor) fails to specify a subcontractor or if a Respondent (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Respondent's (prime contractor's) total proposal, Respondent shall be deemed to have agreed that Respondent is fully qualified to perform that portion, and that Respondent alone shall perform that portion.

No Respondent (prime contractor) whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Respondent's (prime contractor's) total proposal as to which the original proposal did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Respondent's (prime contractor's) total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

**Note:** If alternate proposals are called for and Respondent intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Proposal No.

TYPE OF TRADE, LABOR, OR SERVICE	NAME & LICENSE NO. OF SUBCONTRACT, LICENSE EXPIRATION DATE:	LOCATION & PLACE OF BUSINESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**06 – NONCOLLUSION AFFIDAVIT**

**PROJECT:** 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS  
**OWNER:** MECKLENBURG COUNTY SCHOOLS

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from proposal; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
(SIGNATURE OF RESPONDENT)

**NOTARY FOR NONCOLLUSION AFFIDAVIT**

Subscribed and sworn to (or affirmed) before me this day \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

\_\_\_\_\_  
(TYPED NAME OF NOTARY)



**09 – CONTRACTOR’S QUALIFICATION FORM**

**PROJECT:** 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS  
**OWNER:** MECKLENBURG COUNTY SCHOOLS

The prospective Respondent shall furnish all the following information accurately and completely. Failure to comply with this requirement fully and completely may result in rejection of any proposal submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Respondent's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

1. **Firm name and address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Telephone:** \_\_\_\_\_

3. **Type of firm:** (check one) Individual \_\_\_\_ Partnership \_\_\_\_ Corp. \_\_\_\_

4. Names and titles of all principals of the firm:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Number of years as contractor.** Include only years in this type of construction and only the years with the current entity in its current form: \_\_\_\_\_ Years

6. Years of experience your firm has in public school construction work:  
  
As prime contractor: \_\_\_\_\_ As subcontractor: \_\_\_\_\_

7. **In the last five years has your firm or any of its principals defaulted to cause a loss to a surety?** Response must include information pertaining to principals' associations outside of the firm proposing this Project. If the answer is yes, give date, name, and address of surety and details.  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **In the last five years have you or any of your principals been assessed liquidated damages for any project?** Response must include information pertaining to principals' associations outside of the firm proposing this Project. If yes, explain:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project and/or an E-Rate project? Response must include information pertaining to principals' association outside of the firm proposing this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages, as necessary.

---

---

---

10. **In the last five years have you or any of your principals ever failed to complete a project?** Response must include information pertaining to principals' association outside of the firm proposing this Project. If yes, provide owner's name and details. Attach additional pages, as necessary.

---

---

---

**11. Experience**

- a. Provide the total number of the specified Systems that you have installed (not using subcontractors) in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)

---

- b. 11b. Provide the number of the specified Systems that you have installed (not using subcontractors) in the Education K-12 Market in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)

---

**12. Service**

- a. Provide the Address of the Service Facility that will be responsible for service calls for this project:

Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_

- b. Provide the number of Manufacture Certified Technicians that who are employed by you, which are responsible for service call-ins. (The winning Contractor will be responsible to provide copies of the Manufacture Certificates to confirm this number if asked)

---

- c. 12c. Provide the hourly charge that you will charge the Owner for Non-Warranty service calls. Price will include **all** fees including but not limited to travel charges and hourly minimum charges.

---

13. **Additional Features**

- a. Provide any additional information that you deem as pertinent to this project that will reflect an ROI (Return On Investment) for the specified system that you are proposing to install.

---

---

---

- b. Provide any additional information that you deem as pertinent to this project that demonstrates additional functions and features of the specified system that you are proposing to install.

---

---

---

- 14. **List of References:** Provide information on the three largest E-Rate projects your company has completed in the last five years that comes closest to matching the scope of this RFP. If Contractor has not completed an E-Rate project, provide the largest three "Educational Market" projects your company has completed in the last five years. Contractor may include additional documentation.

**Project #1**

Project Name: \_\_\_\_\_

Contact Information:

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

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Contract amount: \_\_\_\_\_

Architect/Engineer:

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_

**Project #2**

Project Name: \_\_\_\_\_

Contact Information:

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

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Contract amount: \_\_\_\_\_

Architect/Engineer:

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_

**Project #3**

Project Name: \_\_\_\_\_

Contact Information:

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

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_

Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Contract amount: \_\_\_\_\_

Architect/Engineer:

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_

## 10 – MANUFACTURE’S CERTIFICATION FORM

**PROJECT:** 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS  
**OWNER:** MECKLENBURG COUNTY SCHOOLS

Please provide the following information concerning any Manufacture’s Certifications that apply to the material and scope as defined in the Project Specifications and Proposal Drawings for the Mecklenburg County Schools Network Electronics FY2022 E-Rate Project for the Mecklenburg County Schools.

**Certification #1**

Name of Manufacture \_\_\_\_\_

Certification Expiration Date \_\_\_\_\_

**Certification #2**

Name of Manufacture \_\_\_\_\_

Certification Expiration Date \_\_\_\_\_

**Certification #3**

Name of Manufacture \_\_\_\_\_

Certification Expiration Date \_\_\_\_\_

**Certification #4**

Name of Manufacture \_\_\_\_\_

Certification Expiration Date \_\_\_\_\_

**Certification #5**

Name of Manufacture \_\_\_\_\_

Certification Expiration Date \_\_\_\_\_

Please attach a copy(ies) of your company’s Manufacture’ s Certification(s).

**11 – CONTRACTOR LICENSE CERTIFICATION FORM**

**PROJECT:** 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS  
**OWNER:** MECKLENBURG COUNTY SCHOOLS

Please provide the following information concerning the Contractor License being used for the Mecklenburg County Schools Network Electronics FY2022 E-Rate Project for the Mecklenburg County Schools.

Virginia  
Contractor's License No. \_\_\_\_\_  
  
Type of License \_\_\_\_\_  
  
License Expiration Date \_\_\_\_\_

Attach a copy of the Contractor License for the entity listed above.



**13 – PROPOSAL BOND**  
**IF USED BY RESPONDENT, MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**PROJECT: 0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS**  
**OWNER: MECKLENBURG COUNTY SCHOOLS**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the \_\_\_\_\_ (referred to as Owner) in the sum of **Ten percent (10%)** of the total amount of the proposal of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying proposal dated \_\_\_\_\_, 20\_\_\_\_, for:

NOW, THEREFORE, if the Principal shall not withdraw said proposal within the period specified therein after the opening of the same, or if no period be specified, within 30 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the proposal as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for proposals, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for proposals, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: \_\_\_\_\_ PRINCIPAL  
By \_\_\_\_\_  
Title \_\_\_\_\_

DATED: \_\_\_\_\_ SURETY  
By \_\_\_\_\_  
Title \_\_\_\_\_

Note: Signatures of those executing for the Surety must be properly acknowledged.  
All proposals shall be presented under sealed cover and accompanied by one of the following forms of Respondent's security: cash, a cashier's check, certified check, or a Respondent's bond executed by an admitted surety insurer, made payable to the trustees. The security shall be in an amount equal to at least 10 percent of the amount proposal. A proposal shall not be considered unless one of the forms of Respondent's security is enclosed with it.

# 14 – CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the Mecklenburg County Schools, hereinafter called "District", and \_\_\_\_\_, hereinafter called "Contractor,". District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." This Agreement is made with reference to the following facts:

**WHEREAS**, The District published a Request for Proposal and seeks to procure the work covered in the Agreement.

**WHEREAS**, The Contractor understands that the Agreement is contingent on the District's receipt of federal and/or state funds for the work covered in this Agreement. If the District does not receive adequate federal and/or state funds, this Agreement shall be null and void at the District's request. In the event that the Agreement is rendered void, the District will not be liable for any costs incurred by the Contractor prior to the issuance of a Notice to Proceed; and

**NOW, THEREFORE**, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Contract Documents. The complete contract includes all of the "Project Documents" provided in the Request for Proposal, including all modifications, addenda and amendments thereto. The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all.
2. Scope of Work. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal 0723E-22C.1 Mecklenburg County Schools Network Electronics**.

It is understood and agreed that the work shall be performed and completed as required in strict accordance to the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

1. Total Contract Price – As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Proposal \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Contingency amount (if applicable) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER**

Total sum of Base Proposal + Contingency

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

1. Contingency Fee. Contractor agrees that the Contingency Fee shall be used for adds, moves, and changes requested and authorized by the District in writing. If applicable, the Contract Price will be reduced by the amount of the unused Contingency Fee at the completion of the Project. Per the requirement of the E-Rate program, the District will file a Form 500 to reduce the amount of the E-Rate eligible committed funding accordingly.
2. Work to Commence. It is hereby understood and agreed that the work under this Agreement shall not commence until after the issuance of the Notice to Proceed. No work may commence until after April 1 of the previous funding year per the requirements of the E-Rate Program.
3. Time for Completion. Project must be completed within one hundred twenty (120) consecutive calendar days from the date specified in the District's Notice to Proceed. Agreement may be extended if mutually agreed on by both parties in writing.

Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

4. Liquidated Damages. Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, In accordance with Government Code section 53069.85, Contractor agrees that it shall pay to the District the sum of **Five Hundred Dollars and No Cents (\$500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty. In the event any portions of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

5. Coordination of Work. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. Loss Or Damage. The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. Classification of Contractor's License. Contractor hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State of Virginia, and is licensed and insured to complete work in this State.
8. Payment. Unless otherwise directed by the Owner, on or before the twenty-fifth (25th) day of each month, Contractor shall submit to the District an itemized application for payment for work completed during the prior month. The application shall include all information required by the District and shall be in a format approved by the District.

Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. No progress payments will be made for Work not completed in accordance with this Agreement or for any amounts withheld by the District due to punch list items, disputed work or stop notices, upon final completion.

District shall make said payment of any balance due to the Contractor promptly upon filing the Notification of Completion for the Project..

The Contractor to comply with the SLD's Form 474 "Service Provider Invoicing" (SPI) method for this contract. Contractor will invoice USAC directly for the committed funding amount of "eligible" equipment and services. The Owner will only be responsible for their percentage of the "eligible" equipment and services and 100% of "ineligible" equipment and services. A copy of the Form 474 will be sent to the Project Administrator, for approval, prior to be sent to USAC.

In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

9. Public Safety. During the performance of the Project, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents and shall be liable to the District for all damages and costs resulting from the Contractor's acts or omissions in the performance of the Project or from any improper materials used in its construction.
10. Insurance. Contractor shall take out and maintain, during the performance of all work under this Agreement, insurance in the amounts listed in this RFP.

At all times during the performance of the Project under this Agreement and until the date of Project completion and acceptance by the District, Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

11. Bonds. The Contractor shall be required to furnish a Payment and a Performance Bond, in an amount not less than one hundred percent (100%) of the Contract Price within ten (10) days of the District's issuance of the Notice to Proceed and prior to the performance of any work or the ordering of any Equipment for the Project. The bonds shall be secured from a surety company satisfactory to District, shall be submitted on the prescribed bond forms include in the request for Proposal.
12. Additional Work. To the extent that additional work is required for the proper completion of the Work due to unforeseen circumstances and/or site conditions and is, therefore, not set forth in Contract Documents, the Parties may execute a change order to this Agreement setting forth the scope of such additional work, the time for completion for such additional work and the amount of additional compensation.
13. Assignment of Contract. Neither Party shall not assign, transfer, convey, or otherwise dispose of this Agreement or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from the other Party's authorized representative.
14. Suspension/Termination of Contract. If Contractor fails to commence work as provided in the Agreement, or fails to make delivery of materials promptly as ordered and such delivery is so late as to amount to gross negligence or willful misconduct, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Agreement in their true intent and meaning, written notice will be served on Contractor to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with this Agreement. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Agreement or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the District Board perform any part of the Project or purchase any or all of the material included in the Agreement or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the Project covered by the Agreement or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Project.

District has the right to terminate or abandon any portion or all of the Project under this agreement by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Project completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Project completed prior to termination. If said termination occurs prior to the issuance of the Notice to Proceed, the District shall not be liable to the Contractor for any costs or amounts whatsoever under this Agreement. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of the Project.

Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Contractor.

15. Permits and Licenses. Contractor shall maintain any required licenses or professional certifications required to perform the Scope of Work specified herein throughout the duration of the performance of the Project. Contractor and its subcontractors, if any, shall

comply with all laws, ordinances, rules, and regulations relating to the Project and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the Project and posting all deposits or bonds required by law.

16. Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
17. Guarantee of Project. Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year after the date of final acceptance (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later), Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand. Nothing in this section shall limit the District's legal remedies for defective work.
18. Equipment Warranty. Contractor shall maintain a guarantee that all items delivered under this Agreement are protected against imperfections of materials and/or workmanship during the period of the Agreement. Within thirty (30) days of completion of the Project, the Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.
19. Contract Expiration. This agreement expires on the date listed below. The contract may be extended upon agreement by both parties. Contract Expiration Date: **September 30, 2023**

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

**“DISTRICT”**

**Mecklenburg County Schools**

**“CONTRACTOR”**

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

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

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

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

**15 – PAYMENT BOND**

**PROJECT:     0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS**  
**OWNER:        MECKLENBURG COUNTY SCHOOLS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Mecklenburg County Schools ("hereinafter referred to as Owner"), has awarded to \_\_\_\_\_, hereinafter referred to as the "Contractor/Principal" a contract for the work described as follows:

**0723E-22C.1 Mecklenburg County Schools Network Electronics**

WHEREAS, said Contractor/Principal is required to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto the Mecklenburg County Schools (Owner) in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay any amounts required to be deducted, withheld, and paid over with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed.

This bond shall inure to the benefit of any of the persons named to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the OWNER and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

\_\_\_\_\_  
(Name and Address of Surety)

\_\_\_\_\_  
(Name and Address of Agent or representative)

\_\_\_\_\_  
(if different from above)

\_\_\_\_\_  
(Telephone and Fax number of Surety, or agent or representative)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL (Seal)

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

\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_  
Print Name and Title

SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF SURETY:

\_\_\_\_\_  
Mailing Address of Surety

\_\_\_\_\_  
Telephone and Fax No. of Surety

\_\_\_\_\_  
0723E-22C.1  
Project Number:

**16 – FAITHFUL PERFORMANCE BOND**

**PROJECT:     0723E-22C.1 MECKLENBURG COUNTY SCHOOLS NETWORK ELECTRONICS**  
**OWNER:        MECKLENBURG COUNTY SCHOOLS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Mecklenburg County Schools (hereinafter referred to as "OWNER"), awarded to \_\_\_\_\_ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as follows:

**0723E-22C.1 Mecklenburg County Schools Network Electronics**

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the law, are held and firmly bound unto the Owner in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify, defend and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees and expert fees, incurred by Owner in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity.

Whenever the Contractor shall be, and is declared by the Owner to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a proposal or proposals for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Respondent, arrange for a Contract between such Respondent, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount previously paid by the Owner to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Owner to complete the Project in any manner consistent with the law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount previously paid by the Owner to the Contractor and any other set offs pursuant to the Contract Documents.



Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a proposal from Contractor for completion of the Project if the Owner, when declaring the Contractor in default, notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL (SEAL)

BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
SURETY

BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF SURETY:

\_\_\_\_\_  
MAILING ADDRESS OF SURETY

\_\_\_\_\_  
TELEPHONE AND FAX NO. OF SURETY

0723E-22C.1

\_\_\_\_\_  
PROJECT NUMBER #

# SCOPE OF WORK

The following documents the Scope of Work to be performed for the Mecklenburg High School / Middle School Complex Network Electronics Project. Contractor will be responsible for the completion of all tasks listed in this "Scope of Work" and "Project Documents" Contractor's price will include all work as listed on the aforementioned documents to provide a complete and operable solution. It is the responsibility of the Contractor to submit a complete and qualified quote. If the Contractor feels that the system described is incomplete, they must address their specific concerns in writing to the owner before submitting a quote. The district expectation is that the materials will be available from the winning bidder for an anticipated start date of April 1, 2022.

## GENERAL REQUIREMENT

The Contractor will be required to provide applicable State License for the scope of work described herein. The Contractor's quote shall include a warranty for all work to be performed for no less than 12 months from the date of completion.

Clean Up work will be performed daily and will be required in one area before moving to another area to perform work.

The installation schedule pertaining to this bid package must be adhered to by the contractor or liquidated damage will be assessed by the Owner in the amount listed in the agreement. No extension of time will be granted unless written consent from the owner is given.

Buildings will be available to the contractor during regular business hours for investigation and prep work. This work shall not disrupt classroom instruction nor interfere with the safety of students and staff.

Contractor's price will include cutover and testing of equipment after 4:00pm and before 7:30am of the next business day. Construction hours and site access may vary due to normal school hours, holidays, summer break. Contractor will work with the District to make use of non-instructional time that falls within normal school hours such as minimum days, school holidays, and/or professional development days.

## PROJECT OBJECTIVE

The District is requesting Cisco firewall, switches, Meraki access points, licensing and peripherals for the data network. The Contractor will be responsible for providing all electronics, this includes firewall, switches and wireless controller. Switches and firewall will be provided, to the district for installation by district IT staff. The Contractor is also responsible for the installation of Wireless Access Points, interior and exterior, throughout the facility. Wireless access points are located in classrooms, gymnasiums, auditoriums, office spaces, corridors, lunchrooms, libraries and other school rooms including outdoors in public spaces, sports fields, and others. Contractor will be responsible for the installation of the equipment into existing rack locations. The Contractor will be responsible to connect all existing copper and fiber optic station ports to the new switches. All programming, configuration, testing, labeling and documentation will be provided in the contractor's bid price.

## IMPLEMENTATION

Contractor will provide in their quote the cost to provide and drop ship switches, firewall and peripherals and the cost for installation and configuration of access points and peripherals as described. The contractor must meet the minimum manufacturer certifications as described in the specifications. The contractor's quote shall include a warranty for all work to be performed for no less than 12 months from the date of completion.

## NETWORK SWITCHES

1. Contractor will drop ship switches to the district for programming and installation by district staff.
  - a. Wide Area Network Switches
    - i. Shall be drop shipped and programmed by the customer
  - b. Core and Edge Switches
    - i. Shall be drop shipped and programmed by the customer
  - c. Licensing
    - i. The Contractor shall provide all licensing as required and described in these documents.

## **WIRELESS NETWORK EQUIPMENT**

2. Contractor will provide the following:
  - a. Wireless Access Points
    - i. Shall be pre-programmed and tested off site, prior to on-site work beginning by the contractor.
    - ii. Contractor will coordinate with the District IT staff for appropriate VLAN's, IP address schemes, naming conventions, and SSID's.
    - iii. Shall be connected to existing structured cabling locations. Contractor shall include all brackets and patch cables.
  - b. The Wireless Network Controller
    - i. Shall be pre-programmed and tested off-site prior to work being completed on-site by the Contractor.
    - ii. Shall be connected to the network, including necessary modules, software and licenses per the specifications.
  - c. Licensing
    - i. The Contractor shall provide all licensing as required and described in these documents.
    - ii. The Contractor shall install all licensing as required by the manufacturer to provide a complete and operable system at the time of turn-over to the Owner.

## **EXCLUDED FROM CONTRACTOR'S SCOPE OF WORK**

The following Items are excluded from the Contractor's Scope of Work for this project and will be provided by others:

1. Structured Cabling and Fiber Optics – Inter/Intra Building
2. Programming of firewall and switches
3. Rack and Cabinet equipment housings
4. Power and Cooling for equipment locations

**END SCOPE OF WORK**

## SECTION 272000 - NETWORK ELECTRONICS

### Part 1 - GENERAL

#### 1.1 Scope of Work

- A. This document describes the requirements for the contractors, products and installation relating to furnishing and installing Network Electronics.
- B. Contractor will provide a bid including all labor, materials, tools, and equipment required for the complete installation of work called for on the Construction Drawings and described in this Document. It is the responsibility of the Contractor to provide all material necessary to provide a complete and operable system. If the contractor feels that the system described is incomplete, they must address this in writing to the Owner/Owner's Representative before providing a bid.
- C. All Products described and Part Numbers given in this Specification are "or equivalent" unless otherwise noted.
- D. All questions concerning non specified product and services will be address to the Owner's Representative before Contactor provides a bid. Owner expects that by accepting the Contractor's bid proposal that the Contractor has provided a competent bid for a complete solution.
- E. Product specifications, general design considerations, and installation guidelines are provided in this document. Quantities, Part Numbers and Material Descriptions will be provided as an attachment to this document.

#### 1.2 Regulatory References

- A. Contractor will comply will all Federal, State, Local Codes/Regulations, and Industries Standards.
  1. Federal:
    - NFPA 70 - National Electric Code(NEC)
    - FCC  
Part 15  
Part 68
  2. State of Virginia:
    - International Building Code (IBC)
    - International Fire Code (IFC)
    - National Electrical Code (NEC)
    - Occupational Safety and Health Act (OSHA)
  3. Industry Standards:
    - Telecommunications Industry Associations/Electronics Industry Association (TIA/EIA)
    - Institute of Electrical and Electronic Engineers (IEEE)
      - 802.3 (Ethernet)
      - 802.3ab (Gigabit Ethernet over 4-pair Category 5 or higher)
      - 802.3ae 10 Gigabit Ethernet
      - 802.3Z (Gigabit Ethernet over optical fiber)
      - 802.1D Spanning Tree Protocol
      - 802.1d/802.1D-1998 (Ethernet Bridging)
      - 802.1q (VLAN tagging)
      - 802.1p (Prioritization)
      - 802.1w (Rapid Spanning Tree)
      - 802.1X (Port based Authentication)
      - 802.1ad (Link Aggregation)
      - 802.1s Multiple VLAN Instances of Spanning Tree
    - Underwriters Laboratories Inc. (UL)
    - International Organization for Standardization/International Electromagnetic Commission (ISO/IEC) ISO 11801 Generic Cabling for Customer Premises
    - Building Industry Consulting Services International (BICSI)  
LAN Specialty Methods Manual (2009 or latest).

- B. If there is a conflict between applicable documents, then the more stringent requirement shall apply. All documents listed are believed to be the most current releases of the documents. The Contractor has the responsibility to determine and adhere to the most recent release when developing the proposal for installation.
- C. This document does not replace any code, either partially or wholly. The contractor must be aware of and comply with all local codes that may impact this project.

### 1.3 Contractor Qualifications/Quality Assurance

#### A. Contractor Qualifications

Contractors will submit the following Qualification Documentation along with their bid proposal:

1. A List of References. Contractor shall have been in business for no less than five (5) years and provide a list of a minimum of three (3) projects of similar size and scope. List will include:
  - Project Name
  - Estimated Telecommunications Project Value
  - Brief Description of Work Performed
  - Contact Person
  - Contact Information, including Name of Business, and Phone Number.
2. A photocopy of your Contractor License Certificate.
3. A photocopy of your Cisco Partner Certificate.
  - Cisco Gold Partner or;
    - Cisco Premier Partner with Advanced Routing and Switching Specialization
    - Cisco Premier Partner with Advance Wireless LAN Specialization
  - After the winning Contractor has been selected, they will be required to provide proof that at least 50% of the installers that will work on this project have been certified by Cisco with a CCNA or CCDA certification.

#### B. Quality Assurance

Contractors wishing to provide a proposal for this project are required to comply with the following without exception:

1. The winning Contractor will assign this project to a competent Project Manager who has demonstrated their ability to supervise a telecommunications project of the same size and scope.
  - The contractor will make this person available to the Owner/Owner's Representative before the start of this project for an interview. This person must be deemed acceptable by the Owner and/or their Representative before work can begin.
  - Project Manager will be required to be available for scheduled on site project meetings at no additional cost to the Owner.
  - Project Manager will be required to be available to meet on site with the Owner/Owner's representative with a minimum of 24 hours notice for non-emergency issues, and a minimum of 4 hours for emergency issues at no additional cost to the Owner.
2. All material and equipment to be installed on this project will be "new". If the Owner/Owner's Representative discovers that "used" material or equipment has been installed on this project the Contractor will be required to replace said materials and/or equipment with "new" products at no additional cost to the Owner.
  - "New" - Materials and products manufactured within one (1) year prior to installation, and meet or exceed the latest published specifications of the manufacture. Also, these materials and equipment may not have been in use before installation on this project unless directed otherwise in the project documents.
3. Contractor must warranty all materials, equipment, and labor for a minimum of one (1) year.
  - Warranty will provide repair/replacement of all defective or improperly installed materials at no additional cost to the Owner (including Labor, drive time, shipping, taxes, etc.).
  - Contractor is required to be on site to repair/replace defective items no later than 24 hours after receiving trouble call.
  - Warranty will cover normal Business hours, 8am – 5pm, Monday thru Friday. All calls received on a Friday or the day before a holiday will be held until the following regular business day.

#### 1.4 Submittal Documentation

- A. The successful contractor shall provide three (3) copies of their submittal package.
- B. The Submittal Package will include:
  - 1. The successful contractor will provide their submittal package in accordance with the RFQ section "Project Management" sub section "Submittals".

#### 1.5 Equivalent Products

- A. All Products described and Part Numbers given in this Specification are those of Cisco Systems and Cisco Meraki or equivalent unless otherwise noted.
- B. Pre-Approved Equals;
  - 1. Switching – None add to existing infrastructure
  - 2. Wireless – None, add to existing infrastructure
- C. Contractors wishing to approve a system other than those specified in this document will be required to perform the following:
  - 3. Provide System specifications and cutsheets for all system components for the proposed new system(s).
  - 4. Provide an itemized comparison to each of the system functions as described in this specification. Include in that document how the proposed system compares to the specified system described in this document on a line by line basis, using one of the following three criteria: "exceeds"/"matches"/"unequal".
- D. All other products than those specifically address in the bid document that the Contractor is seeking approvals for must be **received** by the Owner's Representative **no later than ten (10) days before the bid date**. All Approved Equals will be published in addendum form prior to the bid date.
- E. Failure to received written approval for product installed that deviates from the products called for in this specification and/or on the project drawings will result in the contractor having to replace the unapproved materials and equipment with the originally specified products at no additional cost to the Owner.
- F. All proposed system documentation must be sent to the Owner's Representative via one of the following; mail, fax or email. The Contractor will include the project name, their contact information, and the specification section number that the proposed system is comparable to.

Infinity Communications and Consulting, Inc.  
4909 Calloway Dr.  
Bakersfield, Ca. 93312  
(661) 716-1840 Phone  
(661) 716-1841 Fax  
[p2bids@infinitycomm.com](mailto:p2bids@infinitycomm.com) Email

#### 1.6 Technology Clause

- A. As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.
- B. Discontinued or end of life products shall be replaced with an equal product to the original specified product at no additional costs to the owner.
- C. Some components listed below may not be 100% eligible for erate. Contractor shall cost allocate these components based on School's and Libraries' Eligible Services List.
- D. Erate Eligibility is based on School's and Libraries' Eligible Services List. It is the bidder's responsibility to verify with USAC the eligibility of all components in the project.

**Part 2 - Products**

**2.1 WLAN – System Equipment**

**A. WLAN Equipment**

**1. Cloud Wireless Controller:**

- Minimum Support for up to 500 access points and 7000 clients (licenses as necessary for project)
- IEEE 802.3 10BASE-T, IEEE 802.3u 100BASE-TX specification, 1000BASE-T. 1000BASE-SX, 1000-BASE-LH, IEEE 802.1Q Vtagging
- Ability to simultaneously configure and manage access points
- Allows access points to dynamically establish wireless connections without the need for a physical connection to the wired network
- Network tagging engine - search and sync settings by tag
- Automated network monitoring and alerts
- Highly available and secure (PCI / HIPAA compliant)
- Supports rogue access point detection and denial-of-service attacks.
- Support for adaptive power management to turn off access point radios during off-peak hours to reduce power consumption
- Configuration alerts
- Controller Data Center Support (Cloud Server Support)
  - Full redundancy through multiple locations
  - 24x7 automated failure recovery
  - Disaster recovery – including regularly scheduled failover drills
  - 24x7 automated intrusion detection
  - Protected via IP and port-based firewalls
  - Access restricted by IP address and verified by public key (RSA)
  - Systems are not accessible via password access
  - Administrators automatically alerted on configuration changes
  - High security card keys and biometric readers control facility access
  - All entries, exits, and cabinets are monitored by video surveillance
  - Security guards monitor all traffic into and out of the datacenters
  - 24x7, ensuring that entry processes are followed
  - Only configuration and usage statistics are stored in the cloud
  - End user data does not traverse through the datacenter
  - All sensitive data (e.g., passwords) stored in encrypted format
- Service provider to provide one (1) license as necessary for the wireless access points included in this project.

**2. The approved Cloud Wireless Access Controller shall be Meraki # LIC-ENT-3YR**

*Manufacture Pre-Configured Equipment List*

Cloud Wireless Controller Equipment List			
Item	Part Number	Description	Quantity
1	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	213

***This Material List has been configured by Cisco with the design information provided by the District and Consultant. The CONTRACTOR shall verify that this material is the correct material prior to bidding and prior to ordering. It is the CONTRACTORS responsibility for a complete system whether listed here or not.***

**2. Edge Wireless Device:**

- IEEE 802.11b/g/n/AC/AX access point.
- 2.4GHz: 2 x 2 multiple input, multiple output (MIMO) with two spatial streams

- 5GHz: 4 x 4 multiple input, multiple output (MIMO) with four spatial streams
- 2.4 GHz 802.11b/g/n/ax client access radio
- 5 GHz 802.11a/n/ac/ax client access radio
- 100/1000/2.5G BASE-T Ethernet
- Supports IEEE 802.3af Standard, 12.95 watts of power
- Advanced Encryption Standard (AES)
- Wi-Fi Protected Access 2 (WPA2) or WPA security
- Service provider shall provide one access point for every WiFi outlet shown in contract drawings. Service provider shall provide all antennas, mounting hardware and POE injectors as required for a complete and operable WLAN.
- The approved Edge Wireless Device shall be **Meraki MR56 # MR56-HW & Meraki MR46E # MR46E-HW**

*Manufacture Pre-Configured Equipment List*

<b>Edge Wireless Device Equipment List</b>			
<b>Item</b>	<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>
1	<b>MR56-HW</b>	Meraki MR56 Wi-Fi 6 Indoor AP	194
2	<b>MR46E-HW</b>	Meraki MR46E Wi-Fi 6 Indoor AP w External Antenna Connectors	19
3	MA-ANT-3-E6	Meraki Indoor Dual-band Wide Patch Ant, 6port MR46E/MR53E	19

***This Material List has been configured by Cisco with the design information provided by the District and Consultant. The CONTRACTOR shall verify that this material is the correct material prior to bidding and prior to ordering. It is the CONTRACTORS responsibility for a complete system whether listed here or not.***

**2.2** Core, Edge LAN – System Equipment

A. Core/Edge Switching

1. 24-Port 10G Core Fiber Switch shall provide:
  - 24 SFP+-based 10Gigabit Ethernet ports
  - 800-Gbps switching capacity with 245 Mpps of throughput
  - External USB and SD card support for flexible storage options; Type A (storage and boot) up to 4 GB, Optional External Memory (SD Card) 2 GB
  - 10/100/1000 RJ-45 console and management port
  - IPv6 support in hardware, providing wired-network-rate forwarding for IPv6 networks and support for dual stack with innovative resource utilization
  - Dynamic hardware forwarding-table allocations for ease of IPv4-to-IPv6 migration
  - Scalable routing (IPv4, IPv6, and multicast) tables, Layer 2 tables, and ACL and quality of service (QoS) entries to make use of eight queues per port and comprehensive security policies per port
  - Optional Module; 8 x10 GE SFP+/SFP - C4KX-NM-8SFP+
  - CPU and Memory; Onboard Memory (SRAM DDR -II) 4 GB, Port Buffers 32-MB Shared Memory, CPU Dual Core 1.5 GHz
  - Qos Policy Enforcement; Per Port or Per Vlan or Per Port, Per VLAN Granularity, Class of Service (CoS) Yes
  - AC Power Max Rating 750W, System Power Consumption 330W nominal/400W max
  - Total Output BTU 1122 BTU/hr (330 W) nominal/1365 BTU/hr (400 W) max
  - The limited lifetime hardware warranty (LLW) includes 10-day advance hardware replacement for as long as the original end user owns the product.



- The approved Core Fiber Switch shall be the Cisco **Catalyst 9500 24 Port 10GE (C9500-24Y4C-EDU)**

*Manufacture Pre-Configured Equipment List*

<b>Core Switching Equipment List</b>			
<b>Item</b>	<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>
1	<b>C9500-24Y4C-EDU</b>	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12	2
2	C9500-DNA-24Y4C-P	C9500 DNA Premier, 24Y4C Port, Term License	2
3	C9500-DNA-L-P-3Y	C9500 DNA Premier 12Q/16X / 24Y4C 3Year Term License	2
4	C9500-NW-A	C9500 Network Stack, Advantage	2
5	C9K-F1-SSD-240G	Cisco pluggable SSD storage	2
6	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	2
7	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2
8	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	4
9	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4
10	CAB-TA-NA	North America AC Type A Power Cable	51
11	ISE-BASE-T	ISE BASE Term License	100
12	ISE-BASE-TRK-3Y	ISE BASE Tracker Term 3Y	100
13	ISE-PLS-T	ISE PLS Term License	100
14	ISE-PLS-TRK-3Y	ISE PLS Tracker Term 3Y	100
15	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	53
16	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	6
17	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	6
18	PWR-C5-BLANK	Config 5 Power Supply Blank	51
19	SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	2
20	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	4
21	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	36
22	STACK-T4-1M=	1M Type 4 Stacking Cable	1
23	STACK-T4-3M=	3M Type 4 Stacking Cable	12
24	STACK-T4-50CM	50CM Type 4 Stacking Cable	51
25	SWATCH-T	StealthWatch 1 FPS Term License	200
26	SWATCH-TRK-3Y	ISE BASE Tracker Term 3Y	200

***This Material List has been configured by Cisco with the design information provided by the District and Consultant. The CONTRACTOR shall verify that this material is the correct material prior to bidding and prior to ordering. It is the CONTRACTORS responsibility for a complete system whether listed here or not.***

2. Edge POE Switches shall provide:
  - 2 x 10 Gigabit Ethernet with SFP+
  - 24 or 48 ports of Gigabit Ethernet desktop connectivity
  - Cisco FlexStack stacking module support
  - PoE+ with up to 30W per port that allows you to support the latest PoE+ capable devices
  - Up to 40 Gb of wireless capacity per switch (48-port models)
  - Power supply options, with 6400W fixed power supplies for PoE+ Limited lifetime hardware warranty, including next-business-day replacement with 90-day service and support
  - The approved 48 Port Edge Switch shall be the Cisco Catalyst 9200 Series (**C9200L-48P-4X-EDU**)

It shall be the responsibility of the contractor to verify type and quantity of switches. See project drawings for reference. Each MC/HC shall have a minimum of 100% port density.

Contractor shall verify POE power requirements and provide additional switches required to power all specified devices.

*Manufacture Pre-Configured Equipment List*

<b>Edge Switching Equipment List</b>			
<b>Item</b>	<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>
1	<b>C9200L-48P-4X-EDU</b>	Catalyst 9300 48-port UPOE, K12	8
2	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	8
3	STACK-T1-50CM	50CM Type 1 Stacking Cable	8
4	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	8
5	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	8
6	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	8
6	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	5
7	SFP-10G-LRM=	10GBASE-LRM SFP Module	2

***This Material List has been configured by Cisco with the design information provided by the District and Consultant. The CONTRACTOR shall verify that this material is the correct material prior to bidding and prior to ordering. It is the CONTRACTORS responsibility for a complete system whether listed here or not.***

**2.3** Contractor's price shall include the cost to install, program and configure all of the above equipment.

**Part 3 - Execution**

**3.1** General

- A. All Work described in this specifying document and on the Project drawings shall be performed in accordance with the acknowledged Professional and Industry standards and practices. All installed equipment shall meet and/or exceed the specified manufactures regulations.
- B. The Contractor shall maintain a competent supervisor and Manufacture Certified Technician assigned to this installation for the duration of the Project.
- C. Furnish and install all materials, devices, components and equipment required for a complete and operational system.
- D. It is the contractor's obligation to inform the Owner and/or the Owner's Representative of any and all conflict's, between the project documents and the onsite conditions.
- E. It is the Contractor's responsibility and obligation to coordinate with all necessary trades to ensure the integrity and compliance of the Manufacture and Industry standards are meet during the duration of the installation.

**3.2** Programming

- A. Contractor shall provide all necessary programming to provide a complete operating Local Area Network.
- B. Contractor shall include in their bid one four hour planning meeting with the owner and their Representatives to outline all specific programming including, but limited to:
  - Notification to Contractor of the Approved IP Range.
  - All individual restrictions and permissions.
  - Contractor will address all concerns of the Owner and their Representatives.
- C. Each switch will include programming to support:
  - Account Login and Password for all management ports
  - Login Banner

- Multiple IP Addresses
- Radius or TACACS+ security
- Server Time synchronization
- Log Recording (Time stamped, sent to remote server)
- SNMP recording
- Multiple VLAN's
- VLAN trunking
- Multiple Quality of Service policies
- HREAP

Contractor will provide all necessary programming to provide a complete operating Wireless Local Area Network, including software installation and site survey results before and after wireless installation.

Pre-installation survey will include:

- Proposed WAP locations
- Maps showing wireless coverage from proposed locations
- Suggested coverage enhancements or changes

Post-installation survey will include:

- Installed WAP locations with labels
- Maps showing actual wireless coverage with signal strength
- Throughput tests from each WAP

- D. Contractor will turn all system passwords and copies of management software over to the District at the completion of this project.
- E. Contractor will address all concerns of the Owner and their Representatives.
- F. After installation and programming, contractor will test and verify all programming configurations.

### 3.3 Testing

- A. After installation and programming, contractor will test and verify all programming configurations.
- B. LAN Testing
  - 1. After installation and programming, contractor will test and verify all programming configurations. Including but not limited to;
    - DHCP
    - VLAN
    - QOS
    - Multi-Protocol Label Switching (MPLS)
    - Multicast
    - IP Ping
- C. WLAN Testing
  - 1. The WLAN tester shall;
    - The Analyser should be capable to monitor the 802.11a/b/g and support for 802.11i
    - The Analyzer should be capable to monitor the performance of the WLAN network
    - It should be able to monitor the RF spectrum like SNR, C/N, etc.
    - The device should be capable of
      - a. Global Positioning System Device Logging
      - b. Record and Play Back WLAN Device Information
      - c. World Mode Operation – International Channel Scanning
      - d. Fifteen New WLAN Security Alarms
      - e. Four New WLAN Performance Alarms
      - f. Save and replay captured files in Wireless Sniffer in Ethereal file format
      - g. Configurable alarm threshold and audible alarm sound
      - h. Press-and-hold action supported on device icon for ease of navigation
      - i. Run-time static WEP decryption
      - j. Access control list (MAC addresses) import capability for rogue AP detection
      - k. Customizable vendor ID map for MAC address display.

- The device should capture 802.11 frames to the device trace file, Device should record all WLAN device information at the end of a real time session into the trace file.
  - The device should be able to spot misconfigured WLAN devices operating in violation with regulatory rules.
  - The device should come with following security alarms:
    - Urgent AP with WEP disabled
    - Warning Client station with WEP disabled
    - Warning WEP initialization vector (IV) reused
    - Info Device using Open authentication
    - Warning Device probing network with NULL SSID
    - Urgent Authentication failures abnormally high
    - Urgent AP unconfigured
    - Urgent Rouge AP
    - Urgent Rouge client station
    - Urgent Spoofed MAC address detected
    - Warning Crackable WEP initialization vector (IV) used
    - Info Device unprotected by VPN
    - Urgent Device unprotected by 802.1X
    - Warning AP broadcasting SSID
    - Warning Ad-hoc mode station detected
    - Urgent EAP rekey timeout too long
    - Urgent Denial-of-service attack association flood
    - Urgent Denial-of-service attack authentication flood
    - Urgent Denial-of-service attack EAPOL-logoff
    - Urgent Denial-of-service attack EAPOL-start
    - Urgent Denial-of-service attack EAPOL ID flood
    - Urgent Denial-of-service attack EAPOL spoofed success
    - Urgent Denial-of-service attack EAPOL spoofed failure
    - Urgent Denial-of-service attack De-authentication broadcast
    - Urgent Denial-of-service attack De-authentication FLOOD
    - Urgent Denial-of-service attack Dis-association broadcast
2. The contractor shall provide a complete system detail for all WLAN tests.
- D. Contractor will perform a witnessed testing for minimum of 10% of all new network devices installed as a part of this project.

### **3.4** System Documentation

- A. Upon completion of the installation, the electronics contractor shall provide four (4) full documentation sets to the Owner's Representative/Engineer for approval, one (1) to be a hardcopy and three (3) to be electronic copies. Documentation shall include the items detailed in the sub-sections below.
- B. Documentation shall be submitted within ten (10) working days of the completion of each testing phase. This includes system single line drawings and maintenance and operation manuals, and all warranty information.
- C. The Device Information documents are to be in an Excel spreadsheet format. Each device installed will have individual information entered in the spreadsheet including:
- Manufacturer and Model of device
  - Physical Location (may include a digital picture), and mount type
  - Serial Number of device
  - IP Address(es) assigned to device
  - Firmware revision installed
  - Address and contact information of responsible staff
- D. Each Device Configuration document shall be provided in both an electronic and text document format. One (1) to be a hardcopy print and three (3) to be electronic copies. The Device Configuration

documents are to be in a text file format. Each device installed will have the following configuration information included (if applicable):

- Manufacturer and Model of device
- Current installed (running) configuration
- Firmware revision installed
- Installed modules, blades, or accessories

E. Equipment documentation shall include the items listed below:

- Maintenance and Operations Manuals
- All System Passwords and Management/Programming Software

**END OF SECTION**

## **Virginia General Terms and Conditions**

### **1.1 ANTI-DISCRIMINATION**

By submitting their proposals, Vendors certify to the District that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or nation origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E.)

In every contract over \$10,000 the provisions 'A' and 'B' below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where this is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contract agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions of "A" above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **1.2 ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA):**

By submitting the proposals, Vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than the nominal value, preset or promised, unless consideration of substantially equal or greater value was exchanged.

### **1.3 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 2.2-4311.1 of the Code of Virginia requires that contractors do not and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

The District requires a completed Certificate of Compliance with Immigration Laws and Regulations. This certificate shall be attached to the contract document (ATTACHMENT B).

#### **1.4 CERTIFICATE OF COMPLIANCE**

Code of Virginia § 22.1-296.1 requires that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify whether the contractor and the contractor's employees have been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Mecklenburg County Schools requires a completed Certificate of Compliance. This certificate shall be attached to the contract document (ATTACHMENT A).

#### **1.5 DEBARMENT STATUS AND PROHIBITED CONTRACTS**

By submitting their proposals, Vendors certify that they are not currently debarred by the Commonwealth of Virginia, or any locality in the state of Virginia, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Vendors under debarment should attach documentation explaining the circumstances and nature of the debarment.

#### **1.6 ANTITRUST**

By entering a contract, the Contractor conveys, sells, assigns, and transfers to the District all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the District under said Contract.

#### **1.7 REQUIRED FORMAT AND TERMS AND CONDITIONS**

Failure to submit a proposal utilizing the format provided in this RFP may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the District reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

#### **1.8 PRECEDENCE OF TERMS**

In the event there is a conflict between the other Required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

#### **1.9 CLARIFICATION OF TERMS**

If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor should contact the buyer whose name appears on the face of the solicitation no later than October 15, 2021 at 11:00 am PST. Any revisions to the solicitation will be made only by addendum issued by the District's Superintendent.

#### **1.10 QUALIFICATIONS OF VENDORS**

The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services and/or furnish the goods required, and the Vendor shall furnish to the District all such information and data for this purpose as may be requested. The District reserves the right to inspect vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

### **1.11 ASSIGNMENT OF CONTRACT**

A contract shall not be assigned by the Contractor in whole or part without the written consent of the District.

### **1.12 DEFAULT**

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the District, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies that the District may have. Any contractor judged non-responsive or in default will be removed from the Mecklenburg County Schools bidders' list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the contractor and a representative of the Mecklenburg County Schools Purchasing Department in which the contractor supplies appropriate documentation that the original problem resulting in debarment has been corrected.

### **1.13 CHANGES TO THE CONTRACT**

#### **CHANGES CAN BE MADE TO THE CONTRACT IN ANY OF THE FOLLOWING WAYS:**

- A. The parties may agree in writing to modify the scope and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4363 of the *Code of Virginia*.
- B. The District may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of installation. The Contractor shall comply with the notice upon receipt of the written approval of the District. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the District a credit for any savings. Said compensation shall be determined by one of the following methods:
  1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the District's Purchasing Department right to audit the Contractor's records and/or to determine the correct number of units independently; or
  3. By ordering the Contractor to proceed with the work and keep record of all costs incurred and savings realized. A markup of overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the District's Purchasing Department with all vouchers and records of expenses incurred and savings realized. The District's Purchasing Department shall have the right to audit the records of the Contractor, as it deems necessary to determine the cost or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the District's Purchasing Department within thirty (30) days from the date of receipt of written order from the District's Purchasing Department.

### **1.14 TERMINATIONS**

#### **A. Termination for Cause**

If the Contractor should breach the contract or fail to perform the services required by the contract, the District may terminate the contract for cause by giving thirty (30) days written notice or may give the Contractor a stated period within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the District, the contract may be terminated by the District at any time thereafter upon written notice to the Contractor or, in the alternative, the District may give such



extension of time to remedy the breach as the District determines to be in its best interest. The District's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the District's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the District for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

**B. Termination for Convenience**

The contract may be terminated by the District in whole or in part for the convenience of the District without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Such notification shall be with a minimum of sixty (60) days' notice. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the contract is terminated in whole or in part for the convenience of the District, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the District for delivery to the District of all products of the services for which the Contractor has or will receive compensation.

**C. Delivery of Materials**

Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the District all products and services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the District within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract", "failure to perform", or specific performance of the contract.

**D. Compensation Due the Contractor**

Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the District. Said fees which have been earned shall be billed to the District in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the District for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the District.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the District.

**1.15 TAXES**

Sales to the District are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

**1.16 INSURANCE**

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) showing Mecklenburg County Schools as additional insured and certifying the following minimum insurance coverage is in effect at the time the contract is awarded and will continue to submit subsequent certifications upon policy renewals. For construction contracts, if any

subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Vendor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and has an A- or better A.M. Best Rating.

#### **INSURANCE COVERAGE AND LIMITS REQUIRED:**

##### **Minimum Limits**

- A. Workers' Compensation – Statutory limits, statutory requirements and benefits require that the District be added as an additional named insured party on Vendor's Policy (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable).
- B. Employer's Liability - \$500,000.00
- C. Commercial General (Public) Liability - \$1,000,000.00 Combined single limit. Commercial General Liability is to include Premises/Operations Liability Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The District must be named as an additional insured and receive the endorsements to the required policies.
- D. Automobile Liability - \$1,000,000.00 Combined Single Limit. The District must be named as an additional insured and receive the endorsements to the required policies.
- E. Professional Liability/Errors and Omissions Coverage - \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate.

#### **1.17 MINORITY BUSINESS ENTERPRISE UTILIZATION**

It is the policy of the District to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the Code of Virginia, Section 2. 1-64.32:1), small businesses, and women-owned businesses. Towards that end, the District encourages Contractors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities.

#### **1.18 DRUG-FREE WORKPLACE**

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **1.19 ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a contract because of this solicitation, the District will publicly post such a notice on the District's website (mcpsweb.org) under the Bids and RFP's Awarded Bids' Section.

Vendors not having access to the Internet should contact the District's Technology Department and request a copy of the Award Letter be provided through U.S. Mail.

**1.20 APPLICABLE LAWS AND COURTS**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Mecklenburg, VA. The Contractor shall comply with all applicable federal, state, and local rules and regulations, as well as School Board Policy.

**1.21 USE OF BRAND NAMES**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the District, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Vendor is responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the District to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Vendor clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

**1.22 TESTING AND INSPECTION**

The District reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**1.23 DISPUTE RESOLUTION**

Any claim or breach against the District must be reported to the District within the time limits set forth in § 2.2-4363 of the Code of Virginia. The District will respond in writing within 30 days.

**1.24 ISSUING AGENT**

The District's Technology Department is issuing this RFP. Vendors are specifically directed NOT to contact any District personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any District personnel may be cause for rejection of the Vendor's RFP response. All communications regarding this RFP process should be directed to: Brook Hatcher, 434-738-6111, E-Mail: bhatcher@mcpsweb.org.

**1.25 SUBMISSION REQUIREMENTS**

To facilitate evaluation of proposals vendors must follow the outline in this proposal. Failure to follow these directions may disqualify your proposal from being considered.

**1.26 PROPOSAL COSTS**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the District to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the District or for participating in any selection interviews.

**1.27 ACCEPTANCE**

Submission of any proposal indicates a Vendor's acceptance of the conditions contained in this RFP in addition to or any Addenda issued by the District's Technology Department unless clearly and specifically noted otherwise by the Vendor. Any such notice, however, may result in the Vendor being declared non-responsive.

**1.28 ADDITIONAL INFORMATION**

The District reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the District deems desirable. Further, the District reserves the right to order items from State Contracts or other competitively negotiated contracts such as US Communities contracts if it is deemed in the best interest of the District.

#### **1.29 ADVERTISING**

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the District will be used in product literature or advertising without permission from the Director of Purchasing. The Contractor shall not state in any of its advertising or product literature that the District has purchased or uses its products or services.

#### **1.30 HOLD HARMLESS CLAUSE**

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the District, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### **1.31 WORKMANSHIP, AND INSPECTION AND SUBCONTRACTORS**

All work under the resulting contract shall be performed in a skillful and workmanlike manner. If subcontractors are part of the proposal, these organizations and individuals should be clearly identified. The District must approve all subcontractors. The District may, in writing, require the Contractor to remove any subcontractor employee or subcontractor employee from the contract that the District deems inappropriate for contract performance.

#### **1.32 CONFIDENTIAL MATTERS**

All data and information gathered by the Vendor and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Vendor and its agents as confidential. The Vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the District. The District recognizes that some of the material received from the Vendors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the District or that which is mandated under statute/administrative code. It is solely the Vendor's responsibility to clearly identify proprietary information as such. **The Vendor must be able to document the basis for information being marked as proprietary and may not submit proposals in which the entire document is marked proprietary (See ATTACHMENT C).**

#### **1.33 FUND-OUT CLAUSE**

Failure of the School Board to fund or Board of Supervisors to appropriate funds in any year for payment in full required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the District of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller. This contract shall not constitute a debt of the County of Mecklenburg or the District, within the meaning of any limitations or indebtedness of the District or the County of Mecklenburg, under the constitution or laws of the Commonwealth of Virginia.

#### **1.34 SEVERABILITY**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

**1.35 LICENSE REQUIREMENT**

All firms doing business with the District are required to be properly licensed in accordance with the Commonwealth of Virginia.

**1.36 PAYMENT OF TAXES**

All Contractors located or owning property in Mecklenburg County shall assure that all real estate and personal property taxes are paid.

**1.37 RETENTION OF VENDOR MATERIAL**

The District reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected. No proposals will be sent back to Vendors.

**1.38 PRODUCT SUBSTITUTION**

During the term of any contract resulting from this solicitation, the Vendor is not authorized to substitute any item for that product, services and/or software identified in the solicitation without the prior written consent of the District.

**1.39 OWNERSHIP OF INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the District. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the District to evidence the District's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**1.40 CONFIDENTIAL INFORMATION**

During the term of the contract, the Vendor shall respect the privacy of all confidential data, information, and other such matters entrusted to it during its performance of the services requested herein. At the conclusion of the term of the contract, or upon termination thereof, the Vendor shall return to the District all such confidential data, information, and other such matters belonging to the District in the original format, unless otherwise requested by an authorized representative of the District, and further agrees not to release such information without the express written permission of the District.

**1.41 WARRANTY**

To the extent feasible, the Vendor warrants that all services will be rendered in a safe, professional, and consistent manner for the length of the contract. Minimum warranty requirements are included in subsequent sections of this RFP.

**1.42 PAYMENTS**

- A. Payment of invoices will be certified promptly for items received in accordance with specifications and contract terms.
- B. Payment shall not preclude Mecklenburg County Schools from making a claim for adjustment on any item later found not to have been in accordance with General Conditions, Special Conditions, and Specifications of this RFP.
- C. Partial payments against a total order will be made upon presentation of a properly executed invoice and in accordance with Mecklenburg County Schools accounting procedures and the executed contract.
- D. Finance charges, if incurred, can only be assessed at a rate not to exceed one percent (1%) per month or as mandated by the Virginia Public Procurement Act, Section 2.2-4352.

- E. On any contract \$100,000.00 or greater the Contractor must submit within fourteen (14) days after the acceptance of the contract a schedule of values allocated to the various tasks to be performed. This schedule will be used as a basis for the calculation of progress payments.
- F. Progress payments will be made upon presentation of a contractor's invoice and certification by Mecklenburg County Schools personnel.

#### **1.43 INTERNET ACCESS**

IFB's/RFP's may be viewed and downloaded by access out webpage at mcpsweb.org and clicking on "Current Bids" and on eVA, Virginia's eProcurement Marketplace at [www.eva.virginia.gov](http://www.eva.virginia.gov).

#### **INSPECTION IF RECORDS**

The successful vendor / contractor shall maintain, during the course of the work / contract, and retain, not less than five (5) years after final payment for completion thereof, complete and accurate records of all costs chargeable to Mecklenburg County Public Schools regarding any work or contract awarded. Additionally, Mecklenburg County Schools, or its authorized agents, shall have the right, at any reasonable time, to inspect and audit those records. The records to be maintained and retained by the work / contract shall include, without limitation, all payroll records accounting for the total time distribution of the contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns) as well as canceled checks or signed receipts for payroll payments in cash; invoices for purchases, receiving and issuing documents, and all other unit-inventory records for the contractor's stores stock or capital items; and paid invoices and canceled checks for material purchased and for the subcontractor's and any other third-parties' charges.

#### **1.44 FAITH BASED STATEMENT**

Mecklenburg County Schools does not discriminate against "Faith-Based Organizations" as that term is defined in VA. Code § 2.2-4343.1(b) of the Virginia Public Procurement Act.

#### **1.45 CHANGES IN TECHNOLOGY**

Due to technological advances and changes in the industry, new goods and services may become available during the life of the subsequent contract. Therefore, the District reserves the right to add additional goods or services as technological advances occur and new services become available. Such an increase in goods and services must remain within the scope and type of work specified herein. Increases in goods or services which do not strictly conform to the intent of this RFP shall not be allowed.

Due to changes in technology or the market, periodic model changes may be required. The Contractor shall promptly notify the District of any market changes that affect the availability of any given item specified herein or in the resultant contract.

The contract shall be modified to incorporate any changes in goods or services to be provided by the Contractor. All modifications to this contract will be made by mutual agreement, in writing, by the District and the Contractor.

#### **1.46 NON-BILLABLE SERVICES**

The District will not be responsible for any travel related expenses, Contractor's administrative or technical support work, costs to train and/or certify Contractor's staff, or any other charges not expressly part of the resultant contract.

#### **1.47 COMPETITIVE NEGOTIATION PROCESS**

This procurement involves a negotiated contract for Nonprofessional services as defined in § 2.2- 4301 of the Virginia Public Procurement Act. It is anticipated that, once the District identifies two or more viable vendors, after demonstrations and other evaluative processes, competitive negotiations will take place with the vendors on costs of implementation services as well as other items. The District will consider all cost and proposal

elements to be negotiable and not artificially constrained by the internal corporate policies of vendors. Firms that contend that they lack flexibility because of the firm's corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase.

**1.48 FORCE MAJEURE**

Vendors shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the vendor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Mecklenburg County Schools in its sovereign capacity, fires, floods, hurricanes, epidemics, strikes, or freight embargoes. The vendor shall provide Mecklenburg County Schools with prompt written notice of the nature and extent of any such force majeure condition as soon as practicable in the event that any such delay or failure in performance occurs and keep the Division apprised of developments and mitigation effort with respect thereto. The vendor must also provide a contingency plan for such events.

## **PART 2** GUIDELINES AND SPECIAL CONDITIONS

### **2.1 GUIDELINES: By virtue of submitting a proposal, interested parties are acknowledging:**

- A. Proposals and pricing must be submitted as per the specifications contained in this RFP.
- B. The District reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the District. The District also reserves the right to meet with vendors at any time to gather additional information. Furthermore, the District reserves the right to delete or add products and/or services up until the final contract signing.
- C. This procurement involves a negotiated contract for non-professional services as defined in § 2.2-4301 of the Virginia Public Procurement Act. It is anticipated that, once the District identifies two (2) or more viable vendors, after demonstrations and other evaluative processes, competitive negotiations will take place with the vendors. The District will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of vendors. Vendors that contend that they lack flexibility because of the vendor's corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase. The District may then request a Best and Final Offer (BAFO) and/or make a recommendation for award.
- D. All vendors submitting proposals agree that their terms are valid for one (1) year after proposal submission to the District.
- E. All vendors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP. The Vendor further agrees that the performance time specified is a reasonable timeframe, having carefully considered the nature and scope of the project as aforesaid.
- F. All questions should be submitted to Brook Hatcher at bhatcher@mcpsweb.org no later than October 15, 2021 at 11:00 am PST. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addendum. The addendum will be published on the District's website (mcpsweb.org), the EPC portal, and any other located as listed in the RFP. Any oral/verbal responses are not official. The Vendor is encouraged to check the District's posting websites daily up to 48 hours prior to the proposal closing to check and secure any addendum.
- G. This solicitation is subject to the provisions of the District's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.
- H. The District is not responsible for any errors or ambiguities associated with the analysis of the Vendor's proposal.
- I. It is the intent of the District for the successful Vendors' proposal, any additional information requested, and negotiated changes to be incorporated by reference into this agreement.
- J. At its sole discretion, the District reserves the right to accept or reject any decrease in the prices offered by the successful vendor, as long as all conditions, specifications, etc. remain unchanged, and at any time during the contract period, if determined that it is in the best interest of the District.
- K. The vendor's proposal shall be signed by an authorized representative of the firm making submission. All information requested shall be submitted. Failure to submit all information required may result in the vendor's proposal being rejected or a lowered evaluation of the proposal. Proposals shall be prepared to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis will be placed on completeness and clarity of content.



- L. Follow the format in this RFP to provide required information. Failure to use this format may result in the vendor not being considered.

## **2.2 CONTRACT**

- A. The contract established by the awarding of this RFP will be established by School Board approval, Letter of Intent, Purchase Order, or Formal Written Contract, whichever occurs first. The contract will incorporate the terms and conditions described in this RFP.

## **2.3 CONTRACT TERM**

The contract term will commence upon award for one (1) year agreement. The contract may be extended upon mutual agreement of both parties for four (4) additional one (1) year periods with no change in pricing. This agreement may be renewed for an additional five (5) one-year periods by agreement of both parties at least ninety (90) days prior to expiration of the current term. Terms and pricing beyond the initial five (5) year term must be negotiated and approved by both parties.

## **2.4 DELIVERY LOCATION**

Mecklenburg County Schools  
175 Mayfield Drive  
Boynton, VA 23917

## **2.5 QUANTITY**

Quantities indicated in the RFP are not guarantees, but our intention is to purchase the products and services listed to meet the specified requirements.

## **2.6 INSURANCE CERTIFICATE**

The successful vendor will be required to provide a valid Certificate of Insurance, within ten (10) days of receipt of the Intent to Award letter, acceptable to the District, and must meet the requirements set forth in the General Conditions of RFP contained herein. **No work may commence until a certificate is provided.** The District must be listed as an **additionally named insured party** with respect to the scope of this RFP.

## **2.7 REFERENCES**

The successful vendor will be required to show evidence to substantiate the ability to perform and execute a contract of this type and magnitude. Since references will be used as criteria for evaluation of this RFP, the vendor will be required to provide complete information as requested in this RFP.

## **2.8 CANCELLATION OF PROJECT / PRODUCT**

The District reserves the right to cancel any and all contracts let by this RFP, at any time, for either poor or non-performance of the successful vendor.

## **2.9 TERMS**

Terms for prompt payment will be considered in the evaluation and award of this RFP. However, any terms quoted for a period of **less than thirty (30) days will not be considered.**

## **2.10 INTENT OF AWARD**

The award of any contract shall be at the sole discretion of the District. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the vendor in their proposal and the criteria established.

## **2.11 COOPERATIVE AGREEMENT**

This contract will serve as a Cooperative Agreement with the following entities named as potential participants in accordance with the Code of Virginia, Section 2.2-4304.

Any public-school division in Virginia.

The successful vendor must deal directly with any participating entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The District shall not be held responsible for any costs, damages, etc. incurred by any other participating entity. Each of these entities may enter a contract directly with the successful vendor with all the terms and conditions as set forth in this RFP.

## **2.12 PRESENTATION OF SERVICES**

Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Buyer to make oral presentations to the RFP Committee via a virtual conference or in-person. An oral presentation may be required to provide the potential vendor an opportunity to clarify or elaborate on their submittal. This will be a fact finding and explanation session only. No negotiations will be conducted during this time. Any presentation requested may or may not be required and will be scheduled by the District. Should a presentation be requested, only the materials that will be evaluated should be presented. Additional items not relevant to this solicitation will not be accepted or allowed to be presented.

## **2.13 AWARD**

The award of any contract shall be at the sole discretion of the District. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the vendor in their proposal and the criteria established.

Selection shall be made of two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The District reserves the right to make multiple awards because of this solicitation. The District may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the District determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the vendor's proposal as negotiated.

**MECKLENBURG COUNTY SCHOOLS**

**~Vendor MUST compete and return this form with proposal response.~  
LETTER OF TRANSMITTAL**

**EQUIPMENT AND SUPPLIES / CONTRACTED SERVICES**

**\*\*THIS FORM MUST BE SIGNED BELOW AND RETURNED IN THE PROPOSAL TO BE CONSIDERED A VALID OFFER\*\***

Date Issued:	September 22, 2021	Proposal No.:	0723E-22C.1
Project Name:	Mecklenburg County Schools Network Electronics		
Issued By:	Brook Hatcher Mecklenburg County Schools 175 Mayfield Drive Boydton, Virginia 23917 434-738-6111 bhatcher@mcpsweb.org	Closing Date:	October 20, 2021
		Closing Time:	11:00 am PST

Proposals will be received until **11:00 am PST**, on **October 20, 2021** for furnishing equipment/services described herein. If necessary, an addendum will be posted in the aforementioned locations.

In compliance with this request for proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers, and agrees to furnish services requested in the solicitation. I hereby certify that the information supplied herein is correct and that neither the firm nor any person(s) connected with the firm as a principal or officer, to my knowledge, is no debarred or otherwise declared ineligible by any agency of the federal, state and/or local government, the Commonwealth of Virginia, or any locality in the State of Virginia, from contracting to provide the goods and/or services requested herein, nor is it an agent of any person or entity that is currently so debarred.

**\*\*THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM.\*\***

Name and Address of Vendor:

_____ Vendor Name	_____ Date
_____ Street Address	_____ Signature
_____ City	_____ Name
_____ State	_____ Title
_____ Zip Code	_____ Fax
_____ Phone	_____ DUNS#
_____ FEI#	_____ Vendor Website
_____ Email Address	

Acknowledgement of Addendum #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_ (Initial each addendum acknowledged)

**\*\*Failure to sign this Letter of Transmittal will result in the proposal being declared non-responsive.**

**VENDOR'S AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

**COMPLETE AND RETURN WITH RESPONSE**

To the extent the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership; such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification No.:

---

OR

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

---

---

---

---

---

---

---

---

---

---

**ATTACHMENT 'A'**  
**CERTIFICATE OF COMPLIANCE**  
**Code of Virginia § 22.1-296.1**

**BIDDERS MUST SUBMIT FORM WITH THE REQUIRED SIGNATURE**

I, the undersigned certify that no individual holding an office in the company and/or corporation has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

List Officers and Titles (Use full, legal names):


Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a felony or crime as described above.

Listing of Individuals assisting in the performance of this contract (Use full, legal names):


***Attach additional names to this form if the space is not adequate.***

I understand that should there be any change to this certification of officers, or individuals assisting in performance of this contract, during any time of this contract, the Mecklenburg County Schools central office/school issuing this contract/PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

**\*\*This form must be updated every twelve (12) months for the duration of the contract/agreement period.\*\***

\_\_\_\_\_  
Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 'B'**  
**Mecklenburg County Schools**  
Certificate of Compliance with Immigration Laws and Regulations

Return this form to the school/department responsible for finalizing your agreement.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

This certificate shall be attached to the contract document. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Mecklenburg County Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance With Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and/or purchase order void.

Type or Print legibly when completing this form.

Legal Name of Contractor or Vendor (note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number).

Type of Business Entity	
Check on (attach additional pages to this form if the space below is not adequate):	
Sole Proprietorship – Provide full name and address of owner.	
Limited Partnership – Provide full name and address of all partners.	
General Partnership – Provide full name and address of all partners.	
Limited-Liability Corporation – Provide full name and address of all managing members.	
Corporation – Provide full name and address of all officers.	
_____	
Full Name	
_____	
Address	
_____	
City, State and Zip	
(        )	(        )
_____	_____
Business Telephone #	Business Fax #

**Doing Business As (If Applicable):**

(Note: This is the name that appears on your invoices, but is not used as your reporting name)

\_\_\_\_\_  
Name and Title of Person Completing this Certificate

\_\_\_\_\_  
Physical Business Address

\_\_\_\_\_  
Number of Employees

Are All Employees Eligible for  
Employment in the United States?

Under penalty of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry each and every one of the contractor's employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that due care and diligence shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance throughout the duration of the contract. I affirm the information provided herein is true, correct, and complete. I also agree to permit the Mecklenburg County Schools to inspect records and documentation to ensure that all persons hired by the Contractor/Vendor are eligible for employment under the laws referenced in this certificate when deemed necessary by Mecklenburg County Schools. I agree that the contractor/vendor will fully cooperate in any such audit.

Printed Name of Signatory: \_\_\_\_\_

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

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

***For Office Use Only***

Acknowledged by: \_\_\_\_\_

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

If Applicable:

Project Name: \_\_\_\_\_

PO Number: \_\_\_\_\_

**ATTACHMENT 'C'**

**CLAIM OF BUSINESS CONFIDENTIALITY**

Virginia Procurement Act – Virginia Code § 2.2-4342

Public inspection of certain records. – A. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.).

Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

**The statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:**

Page	Paragraph	Reason

**\*\*Use additional sheets if needed\*\***

Name of Business: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Bid/RFP #: \_\_\_\_\_

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



**END OF RFP**