

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
April 6, 2010**



INVITATION FOR BID #10-0010

FURNISH AND INSTALL VIDEO/DATA PROJECTORS WITH
SCREENS AND SOUND SYSTEMS

DUE: 2:00 PM, April 30, 2010

*Invitation For Bid Prepared By
Harold F. Leach, C.P.M., CPPB, VCO
Senior Contract Officer
Purchasing Department
www.chesterfield.gov/purchasing*

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision E of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-E is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (Code of Virginia 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor in accordance with the "Send Invoice To" address shown on the purchase order. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County 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.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such

infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.

16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
 - e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.

- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/purchasing. Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "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." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
29. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
30. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

31. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. 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 there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

32. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.

33. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.

34. **REQUIREMENTS CONTRACTS:**

- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
- b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
- c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
- d. The County may award a bid to a single contractor or to multiple contractors.
- e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
- f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
- g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.

- j. The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following any term of the contract.

35. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. 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
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes 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.

- 36. **ENVIRONMENTAL MANAGEMENT:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.
- 37. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.
- 38. **COOPERATIVE PROCUREMENT (Use of contracts by other public bodies):** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *CODE OF VIRGINIA*. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield Contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 39. **CONTRACTOR BACKGROUND CHECKS:** In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 40. **SENSITIVE INFORMATION HANDLING:** Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside

temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/county Information Security Manager and Chief Information Officer or designees.

41. **PRECEDENCE OF TERMS AND CONDITIONS:** Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.
42. **VENDOR REWARDS/GIFT PROGRAMS:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
43. **SECTION 2.2-4311.1 CODE OF VIRGINIA – ILLEGAL ALIENS:** The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Revised: March 31, 2010

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0001
(804) 748-1617

IFB Prepared By:

**Harold F. Leach, C.P.M., CPPB, VCO
Senior Contract Officer**

Invitation for Bid Number:

10-0010

April 6, 2010

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Room 118 on the 1st Floor of the 3-Story building adjacent to the 5-Story Administration Building (enter through lobby of 5-Story building), 9901 Lori Road, Chesterfield, Virginia 23832-0001, until, but no later than **2:00 p.m.** Local Time Prevailing, **April 30, 2010**, and then publicly opened and read aloud to **obtain pricing on all labor, materials, and equipment necessary to furnish and install Video/Data Projectors with Screens and Sound Systems for the Chesterfield County School Board.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Chesterfield County Purchasing Department, Room 118 on the first floor of the 3-Story building adjacent to the 5-Story Administration Building (enter through lobby of 5-Story building), 9901 Lori Road, Chesterfield, Virginia 23832-0001. **Mark outside of your envelope with Invitation for Bid #10-0010 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and decision to award and/or award on this procurement transaction, bidders may access public notification electronically at www.chesterfield.gov/purchasing.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-4310*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

DEFINITIONS

1. **ADDENDUM or ADDENDA** – Shall mean the additional contract provisions in writing by the County prior to the receipt of bids.
2. **BID** - The proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
3. **BIDDER** - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the County, that submits a Bid for the Work, either directly or through a duly authorized representative.
4. **BID DOCUMENTS** - All Contract Documents that the County or Engineer provides to potential Bidders before the time established for the submission of Bids.
5. **BID SECURITY** - The bond, with corporate surety, supplied by a Bidder to the County, and in all respects satisfactory to the County's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the County, delivered with the Bid, may also constitute a Bid Bond.
6. **CHANGE ORDER** - An amendment or modification to the Contract properly executed by authorized representatives of the County and the Contractor on the form provided in the Contract Documents.
7. **COMPLETION OF THE WORK** - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
8. **CONSULTANT** – Shall mean a representative designated by the County as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the County.
9. **CONTRACT BONDS** - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the County's Attorney.
10. **CONTRACT DOCUMENTS** - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Pricing Schedule, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and Material Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
11. **CONTRACT PRICE** - The amount of money which the County and the Contractor have agreed that the County will pay to the Contractor for performing and completing the Work.
12. **CONTRACTOR** - The party who has contracted to perform and complete the Work.
13. **ENGINEER** - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.

14. **EXTRA WORK** – Shall mean work other than that required, either expressed or implied, by the Contract in its present form.
15. **FINAL ACCEPTANCE** - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the County and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.
16. **FINAL INSPECTION** - The inspection conducted by the County or Engineer to determine what items of the Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final Inspection is conducted, the County or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The County may perform the Final Inspection instead of, or together with, the Engineer.
17. **FINAL PAYMENT** - Payment by the County to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
18. **INSPECTOR** - The person appointed by the County to carry out instructions given by the County and to inspect the Work performed and the materials supplied by the Contractor.
19. **OWNER** - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
20. **PLANS** - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, showing design, location and dimensions.
21. **PUNCH LIST** - The list provided to the Contractor by the Engineer or County after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
22. **SITE** – Shall mean the area upon, or in which, the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.
23. **SPECIFICATIONS** - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
24. **SUBCONTRACTOR** - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
25. **SURETY** – Shall mean any person, firm, or corporation that has executed as surety, the Contractor's Performance Bond securing the performance of this Contract.
26. **TIME OF COMPLETION** - The time agreed upon by the County and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any extensions of time granted to the Contractor by the County pursuant to the Contract Documents.
27. **THE WORK** - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

PURPOSE

The purpose of this Invitation for Bid (IFB) is to obtain pricing on all labor, materials, and equipment necessary to furnish and install Video/Data Projectors with Screens and Sound Systems for the Chesterfield County School Board. This IFB is for a complete turnkey installation of all equipment furnished in the seven (7) middle schools listed below.

PRE-BID CONFERENCE

A **non-mandatory pre-bid conference** and site visits will be held on **April 20, 2010** commencing at **8:00 a.m.** The pre-bid conference will be held at Manchester Middle School, 7401 Hull Street Road, Richmond, VA 23235. Attendees shall assemble in front of the School Administration Office. Immediately following the pre-bid conference, site visits will be conducted at the following locations in the order listed below. The pre-bid meeting and site visits are not mandatory, but bidders are strongly urged to attend.

- | | |
|---|---|
| 1. Manchester Middle School
7401 Hull Street Road
Richmond, VA 23235 | 5. Matoaca Middle School - East
6001 Hickory Road
Matoaca, VA 23803 |
| 2. Swift Creek Middle School
3700 Old Hundred Road
Midlothian, VA 23112 | 6. Former Chester Middle School
Now Thomas Dale 9 th Grade
3900 W. Hundred Road
Chester, VA 23831 |
| 3. Tomahawk Creek Middle School
1600 Learning Place Loop
Midlothian, VA 23114 | 7. Elizabeth Davis Middle School
601 Corvus Court
Chester, VA 23836 |
| 4. Matoaca Middle School – West
20300 Halloway Avenue
Matoaca, VA 23803 | |

SPECIAL CONDITIONS

Bonds

Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to: TREASURER, CHESTERFIELD COUNTY, in an amount equal to five percent of the total bid price.

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the Commonwealth of Virginia and otherwise acceptable in all respects to the County's Attorney will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when

the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the County may, at his option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the County.

Inquiries

Any questions which may arise as a result of this solicitation may be addressed to Harold Leach, Senior Contract Officer, at (804)748-1702, or by email to purchasing@chesterfield.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

Responsibility of the Bidder

The bidder shall make a careful examination of the project site, shall familiarize himself with existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the Work. The Bidder shall carefully and thoroughly examine the Contract Documents before submitting a Bid. The submission of a Bid shall constitute a warranty by the bidder that they have complied with the requirements of this paragraph. The bidder is bound by their bid and their bid reflects an affirmative representation that they have examined the project thoroughly.

Licenses, Permits, and Fees

All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

Date of Commencement and Completion

The date of commencement and completion shall be established in a written Notice to Proceed issued by the County.

Access to County Property

Access to the property and all work shall be coordinated with Mr. Brian Jones, Video Technologies Manager, (804)279-1945. Working hours will be:

- | | |
|-----------------------------------|---|
| 1. Prior to June 15, 2010 | 3:15 p.m. to 11:00 p.m. Monday through Friday |
| 2. June 15 to August 27, 2010 | 7:00 a.m. to 5:00 p.m. Monday through Friday |
| 3. August 31 to September 3, 2010 | 8:00 a.m. to 4:30 p.m. Tuesday through Friday |

Contact with Students

As required by Section 22.1-296.1 of the Code of Virginia, Bidders who will provide services that will place contractor or contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Insurance

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as additional insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the County, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.

INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board is additional insured or that Chesterfield County and Chesterfield County School Board is additional insured with respects to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County and Chesterfield County School Board may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

3. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001

4. Certificate of Insurance must be signed.

Guarantee and Warranty Service

Equipment, except for the video/data projectors, should have a minimum of one (1) year parts and labor warranty by either the manufacturer or contractor. The video/data projectors, excluding the projector bulb, shall have a minimum of three (3) years parts and labor warranty. The bulbs shall be guaranteed for a period of one year. The warranty period shall begin upon successful completion and county acceptance of the installation of all equipment. This warranty shall also include such items as alignment and other fine adjustments to the system that are needed to ensure optimal performance.

The contractor shall be required to respond to warranty service and/or repair requests within a twenty-four (24) hour time period, excluding weekends. If equipment cannot be repaired within forty-eight (48) hours after notification, loaner equipment shall be provided until repairs are made. The County will, upon request from the contractor, remove projectors in need of repair and install loaner projectors. The contractor shall be responsible for all shipping involved in this process.

Bidders should provide location and phone number of the nearest factory authorized warranty service facility. A toll-free number should be provided, if available.

Operations/Service Manuals

The contractor shall furnish, as applicable, two (2) complete sets of operations manuals, service manuals, and parts list for each piece of equipment furnished.

Product Information

If bidding other than the suggested brands listed in the specifications, the bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts, specifications, and an itemized comparison with the IFB specifications documenting equivalence for dimensions, quality, and performance with their bid to enable the County to determine if the product offered meets the requirements of the solicitation. Bidders shall include the brand and model number for each piece of equipment and related components as indicated in this IFB. Failure to provide this information may cause the bid to be considered non responsive.

Training

The contractor shall be responsible for providing a minimum of one (1) 30-40 minute training session at **each** site to appropriate Chesterfield County staff, at no additional cost to the county.

The contractor shall provide at least four (4) hours total of training for up to four (4) school division technicians on the following:

Projection Control System – operation, troubleshooting and configuration

Projector – maintenance, operation and network-based status monitoring

References

Each bidder should complete and include with their bid the Contractor Data Sheet.

SUPPLEMENTARY GENERAL CONDITIONS

1. QUALIFICATIONS OF BIDDERS

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2. SUBMITTALS

If requested, the Bidder shall submit the following information to the County within seven days of notification of selection for the award of a Contract for the Work:

- a. a designation of the Work to be performed by the Bidder with his own forces;
- b. a list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable objection to any such proposed person or entity. If the County has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity.

The County may, at its discretion, accept the substitution, or he may disqualify the Bidder. In the event of disqualification under this Sub-paragraph, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom the County has made no reasonable objection under the provisions of Sub-paragraph (c) must be used on the Work for which they were proposed and shall not be changed except with the written consent of the County.

3. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference to include representatives of the County, and the Contractor shall be mandatory prior to start of work unless waived by the County. Pre-construction conference shall be scheduled at least three (3) days prior to start of work.

4. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the County for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

5. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the Work. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the Work, the Contractor shall remove all his waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials.

6. MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The County reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the County may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the County in making these tests.

7. NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the County. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the County.

8. INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the County shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by the County and the County's decision shall be final.

9. DISCREPANCIES

The Contractor shall immediately report to the County, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The County shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

10. FINAL INSPECTION

At time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The County shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

11. PAYMENT

If the Contractor performs, properly, all of the obligations of the Contract Documents, the County shall pay the Contractor for the performance of the Work in the manner and within the time specified in the Contract Documents.

12. PARTIAL PAYMENT NO WAIVER OF RIGHTS

Partial payments made under this Contract by the County are not evidence of the proper performance by the Contractor either in whole or in part, and no payment made by the County shall be construed to be an acceptance of defective or improper work. No act of the County or the Engineer or the representative of either of them in superintending or directing the Work, no failure to disapprove or reject any material used in the Work, and no extension of time for the completion of the Work shall be construed as acceptance of the Work either in whole or in part. Acceptance of the work by the County shall occur only upon Final Payment by the County.

13. TERMINATION FOR BREACH OF NON-PERFORMANCE

If the Contractor fails to perform the Work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

- 1) after providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- 2) terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the County pursuant to this paragraph, the Contractor shall not be entitled to receive any further payment from the County until Completion of the Work

has occurred. After completion of the Work, the County shall pay to the Contractor the amount of the unpaid balance due to the contractor at the time the Contract was terminated minus the cost incurred by the County to complete the Work. If the cost incurred by the County to complete the Work exceeds the unpaid balance due to the Contractor, the contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the Work.

14. WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

No waiver by the County or its agents or employees of any breach of this Contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the Contract by the Contractor. All remedies provided by this Contract are cumulative, and in addition to each and every other remedy under the law.

15. CHANGE ORDERS:

Change Orders must be approved by the County prior to work being performed.

INSTALLATION INSTRUCTIONS

The contractor will be responsible for delivery, unpacking, assembly, set-up of equipment, complete installation and removal of all related debris.

A. Contractor Responsibilities

The contractor shall be responsible for the following aspects of this project:

1. Installation of projector mount, extension column, mounting plate and support cables.
2. Installation of video/data projector.
3. Removal of existing projection screens. (County will dispose or reassign removed screen)
4. Mounting of new projection screens.
5. Installation of connecting plate for computer video (female), computer audio, and composite audio/video.
6. Installation of all cabling.
7. Installation of all wall-mounted wire molding.
8. Installation of ceiling-mounted speakers.
9. Configuration of all electronics to ensure proper operation of projector and speakers.

B. Electrical Detail

The contractor shall be responsible for providing electrical service to a duplex outlet located on the surface of the projector mount.

1. All electrical work shall be performed by a licensed electrician and follow all applicable state and local electrical codes.
2. Electrical service for the outlets on the projector mount shall be obtained from above-ceiling junction boxes.
3. Projector electrical service shall work independently from the room light switch.
4. Four feet of extra electrical cabling shall be provided above the ceiling for future projector relocation.

C. Non-Electrical Wiring Detail

The contractor shall provide wiring between the wall-mounted connection plate transmitter and the projector receiver, such wiring shall meet manufacturer specifications.

1. All wiring above the ceiling shall be plenum rated or installed in conduit.
2. An above-ceiling service loop of at least 4 feet shall be provided for all projector input and output cables.
3. The contractor is not responsible for connecting any equipment or loading any software onto the schools' computer networks. This work will be performed at a later date by school personnel and the contractor is not responsible for network performance beyond the stated equipment specifications.
4. Contractor is not responsible for providing VGA or DVI splitter cables for desktop computers.

D. Installation Detail

The contractor shall observe the following work restrictions:

1. The contractor will not be provided storage for projectors at the school.
2. Storage at the school location will be provided for other installation materials.
3. In each room, the County will mark the mounting location for the screen and connection plate.
4. The projector shall be installed at the proper distance from the screen in order to produce an 80" wide video image at 16:10 display ratio.
5. The contractor shall be responsible for all aspects of the installation process including removal of existing projection screens.
6. New projection screens shall be installed on the wall using anchor bolt or related technologies.
7. All the following equipment shall be given to the school division contact: projector remotes, computer video connector cables, computer audio connector cables, and extra projector bulbs.
8. The contractor is not responsible for establishing any device onto the CCPS data network.

EQUIPMENT SPECIFICATIONS

The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive. Equipment offered shall be of equivalent dimensions, quality and performance. Bidders offering other equipment other than the suggested brands below shall include descriptive literature, catalog cuts, specifications, and an itemized comparison documenting equivalence for dimensions, quality, and performance. The offered equipment shall provide the following or equivalent features as noted hereinafter.

Equipment specifications pages 23 through 27 with the requested information shall be included with your bid.

EQUIPMENT SPECIFICATIONS	Circle Y if same or attach explanation with your bid.
A - VIDEO/DATA PROJECTOR	
Shall be native WXGA resolution (1280x800) and capable of displaying XGA images at (1084 x 768).	Y
Shall use LCD display technology.	Y
Shall have a minimum brightness of 2100 lumens.	Y
Shall have a documented average lamp life of at least 3000 hours.	Y
Shall be capable of producing an 80" wide image at a 16:10 projection ratio, 9' to 11' from the screen, +/- 3".	Y
Shall include top cover bulb access, to allow bulb replacement without removal from ceiling mount.	Y
Air filter shall be accessible for cleaning without removing projector from ceiling mount.	Y
Shall have LAN network interface, RJ-45 connection.	Y
Shall have built-in closed caption decoder.	Y
Quantity: One per room, see site chart	
Suggested Brands: A. Epson, Model PowerLite 826W B. Dukane, Model 8917H C. Hitachi, Model CP-WX410 D. NEC, Model NP510W E. Sanyo, PLC-WXU300 Manufacturer and Model Bid _____ Warranty _____	
B - PROJECTOR CEILING MOUNT	
Shall be designed to fit within a suspended ceiling grid.	Y
Shall employ support cables, which attach at the mount and either steel ceiling joists or drywall ceiling studs.	Y
When installed, the ceiling mount shall be capable of supporting the projector without support from the drop ceiling grid.	Y
Shall include two electrical outlets that are flush with the mount surface.	Y
Shall include mounting plate designed to work with projector brand and model specified in section A.	Y

EQUIPMENT SPECIFICATIONS	Circle Y if same or attach explanation with your bid.
Shall facilitate projector adjustments to the following measures, yaw (360 degrees), roll (+/- 5 degrees) and pitch (+30/-5 degrees).	Y
Shall include extension column in lengths to conform to the mounting instructions and ceiling heights.	Y
Mounting plate and extension column and extension pipe shall be either white or black in color.	Y
Quantity: One set per room, see site chart	
Suggested Brands: PDR Mounts – FCP50 Ceiling Plate PDR Mounts – PMSW50U Universal Projector Mount PDR Mounts – TP150-XX Adjustable Extension Column Manufacturer and Model Bid _____ Warranty _____	
C - PROJECTION SCREENS	
Viewing area: approximately 57.5" (H) x 92" (W).	Y
Shall be wall mount type.	Y
Surface shall be matte white.	Y
Shall employ controlled screen speed return technology.	Y
Shall be mildew and flame resistant.	Y
Shall have steel case, with heavy-duty end caps to conceal roller ends.	Y
Shall have brackets attached to each end cap for suspending screen from extension wall brackets.	Y
A 36" pull cord with plastic knob shall be attached to the bottom of the screen, supplied by the contractor, if not included with the screen.	Y
Quantity: One per room, see site chart	
Suggested Brand: Da-lite Model B with CSR 57.5" x 92" with 6" wall bracket Manufacturer and Model Bid _____ Warranty _____	

EQUIPMENT SPECIFICATIONS	Circle Y if same or attach explanation with your bid.
D – PROJECTOR BULBS (EXTRA)	
To be held as spare bulbs, these bulbs shall not be used during the bulb warranty period.	
Bulb shall be the manufacturer specified replacement.	Y
Bulb shall be of the same brightness and life expectancy or greater as the projector's original bulb.	Y
Quantity: See Site Chart	
Suggested Brand:	
Manufacturer's specified replacement bulb	
Manufacturer and Model Bid _____	
Warranty _____	
E – COMPUTER VIDEO and AUDIO CONNECTION CABLE	
Shall connect between the teacher's computer and wall jack.	
Shall be HD15 and 3.5 mm type cable with male connectors on each end.	Y
Shall be at least 15 feet in length.	Y
Shall be shielded cable designed to operate up to 1600 x 1200 resolution.	Y
Quantity: One per room, see site chart	
Suggested Brand:	
Cables to Go – 43097 UXGA Monitor Cable with audio, or equal	
Manufacturer and Model Bid _____	
Warranty _____	

EQUIPMENT SPECIFICATIONS	Circle Y if same or attach explanation with your bid.
F – PROJECTION CONTROL SYSTEM CONSISTING OF PARTS 1 AND 2 AS SPECIFIED BELOW	
This equipment is designed to transmit computer video and audio, as well as, composite video and audio from the wall plate transmitter to a ceiling mounted receiver. The projector connects to the receiver to obtain all display video and audio. Additionally, the system provides projector status information through a network interface for remote monitoring.	
Part 1: Wall Plate Computer/Video Center with Separate Control Panel.	
Shall allow for a single wire installation for all computer and composite video and audio.	Y
Interface panel shall have computer RGB video and audio, and composite video and audio inputs.	Y
Control panel shall have turn knob audio level control.	Y
Control panel shall have source selector and projector on/off control.	Y
Quantity: One per room, see site chart	
Suggested Brand: Crestron IM-WCCV-S-M Manufacturer and Model Bid _____ Warranty _____	
Part 2: Computer/Video Receiver for input to projector.	
Shall be designed to work with Item 1.	Y
Shall provide composite video/audio and computer video/audio to the projector.	Y
Shall have built-in LAN, RS-232 connection for remote access.	Y
All wiring between Part 1 and Part 2 shall utilize manufacturer specified materials and have at least 4 feet of above-the-ceiling service loop.	Y
Shall have built-in 20 watt amplifier for ceiling speakers.	Y
Shall provide automated software solution for multiple room system configuration and projector performance monitoring.	Y
Shall provide speaker wiring terminals.	Y
All cabling necessary for computer video, computer audio and composite video and audio, as well as any control cable shall be included to ensure functionality as designed by the manufacturer.	Y
Shall include mounting solution to allow attachment to the projector mount or mount column.	Y

EQUIPMENT SPECIFICATIONS	Circle Y if same or attach explanation with your bid.
Quantity: One per room, see site chart	
Suggested Brand: Crestron IM-RXV1-M with MK-IM-RX (pole mount bracket) Manufacturer and Model Bid _____ Warranty _____	
G – CEILING SPEAKERS	
Shall be 1-pair of 8" Coaxial matching white grille.	Y
Shall have frequency response of at least 60Hz to 20kHz.	Y
Shall have power rating of at least 30 watts RMS.	Y
Shall have at least 6" low frequency driver.	Y
Shall have at least 1" high frequency driver.	Y
Shall include tile bridge support structure.	Y
Shall include UL listed rear speaker enclosure.	Y
Quantity: Two (1 pair) per room, see site chart	
Suggested Brand: Quam, System 19/8 Manufacturer and Model Bid _____ Warranty _____	

Site Chart

Site #1

Manchester Middle School

7401 Hull Street Road

Richmond, VA 23235

66 Rooms**Spare Bulbs 20**

	Room
1.	102
2.	103
3.	104
4.	105C
5.	105D
6.	106
7.	107
8.	108
9.	109
10.	110
11.	111
12.	112
13.	113
14.	114
15.	115
16.	500
17.	501

	Room
18.	600
19.	601
20.	602
21.	603
22.	604
23.	605
24.	606
25.	607
26.	608
27.	609
28.	610
29.	611
30.	612
31.	613
32.	614
33.	615
34.	616

	Room
35.	617
36.	618
37.	619
38.	620
39.	621
40.	624
41.	626
42.	700
43.	701
44.	702
45.	703
46.	704
47.	705
48.	706
49.	707
50.	708
51.	709

	Room
52.	710
53.	711
54.	712
55.	801
56.	802
57.	803
58.	804
59.	805
60.	806
61.	807
62.	808
63.	809
64.	810
65.	811
66.	812

Site Chart

Site #2

Swift Creek Middle School

3700 Old Hundred Road

Midlothian, VA 23112

56 Rooms**15 Spare Bulbs**

	Room
1.	101
2.	102
3.	103
4.	104
5.	105
6.	106
7.	107
8.	108
9.	109
10.	110
11.	111
12.	112
13.	113
14.	114

	Room
15.	115
16.	116
17.	117
18.	118
19.	119
20.	120
21.	121
22.	122
23.	123
24.	124
25.	126
26.	128
27.	130
28.	132

	Room
29.	200
30.	201
31.	202
32.	203
33.	204
34.	205
35.	206
36.	207
37.	208
38.	209
39.	210
40.	211
41.	212
42.	213

	Room
43.	214
44.	215
45.	216
46.	217
47.	218
48.	220
49.	222
50.	223
51.	224
52.	225
53.	226
54.	300
55.	302
56.	303

Site Chart

Site #3

Tomahawk Creek Middle School

1600 Learning Place Loop

Midlothian, VA 23114

43 Rooms**Spare Bulbs: 15**

	Room
1.	101
2.	103
3.	105
4.	106
5.	107
6.	108
7.	109
8.	204
9.	205
10.	206
11.	207
12.	208
13.	209
14.	210
15.	602

	Room
16.	603
17.	605
18.	609
19.	611
20.	612
21.	615
22.	617
23.	619
24.	622
25.	624
26.	700
27.	702
28.	703
29.	705

	Room
30.	709
31.	714
32.	715
33.	716
34.	717
35.	720
36.	805
37.	807
38.	812
39.	815
40.	817
41.	819
42.	821
43.	823

Site Chart

Site #4

Matoaca Middle School West

20300 Halloway Avenue

Matoaca, VA 23803

37 Rooms**Spare Bulbs 15**

	Room
1.	17
2.	18
3.	51A
4.	52
5.	55
6.	61
7.	62
8.	63
9.	64
10.	65
11.	80
12.	82
13.	83

	Room
14.	84
15.	85
16.	86
17.	88
18.	101
19.	102
20.	103
21.	104A
22.	104B
23.	106
24.	108
25.	109
26.	110

	Room
27.	111
28.	200
29.	301
30.	302
31.	303
32.	305
33.	307
34.	309
35.	310
36.	311
37.	312

Site Chart

Site #5

Matoaca Middle School East

6001 Hickory Road

Matoaca, VA 23803

44 Rooms**Spare Bulbs 15**

	Room
1.	10
2.	11
3.	12
4.	15
5.	16
6.	101
7.	102
8.	103
9.	104
10.	105
11.	107
12.	108
13.	112
14.	113
15.	121

	Room
16.	122
17.	123
18.	125
19.	126
20.	127
21.	128
22.	129
23.	201
24.	203
25.	204
26.	205
27.	206
28.	207
29.	209
30.	210

	Room
31.	212
32.	213
33.	214
34.	215
35.	222
36.	224
37.	225
38.	226
39.	227
40.	228
41.	229
42.	230
43.	231
44.	232

Site Chart

Site #6

Former Chester Middle School, now

Thomas Dale High School

9th Grade Building**45 Rooms****Spare Bulbs 15**

	Room
1.	1
2.	2
3.	3
4.	4
5.	5
6.	7
7.	8
8.	10
9.	11
10.	101
11.	102
12.	103
13.	104
14.	105
15.	106

	Room
16.	107
17.	108
18.	109
19.	110
20.	111
21.	112
22.	201
23.	202
24.	203
25.	204
26.	205
27.	206
28.	207
29.	208
30.	209

	Room
31.	210
32.	211
33.	212
34.	301
35.	302
36.	303
37.	304
38.	305
39.	306
40.	308
41.	309
42.	310
43.	311
44.	313
45.	314

Site Chart

Site #7

Elizabeth Davis Middle School

601 Corvus Court

Chester, VA 23836

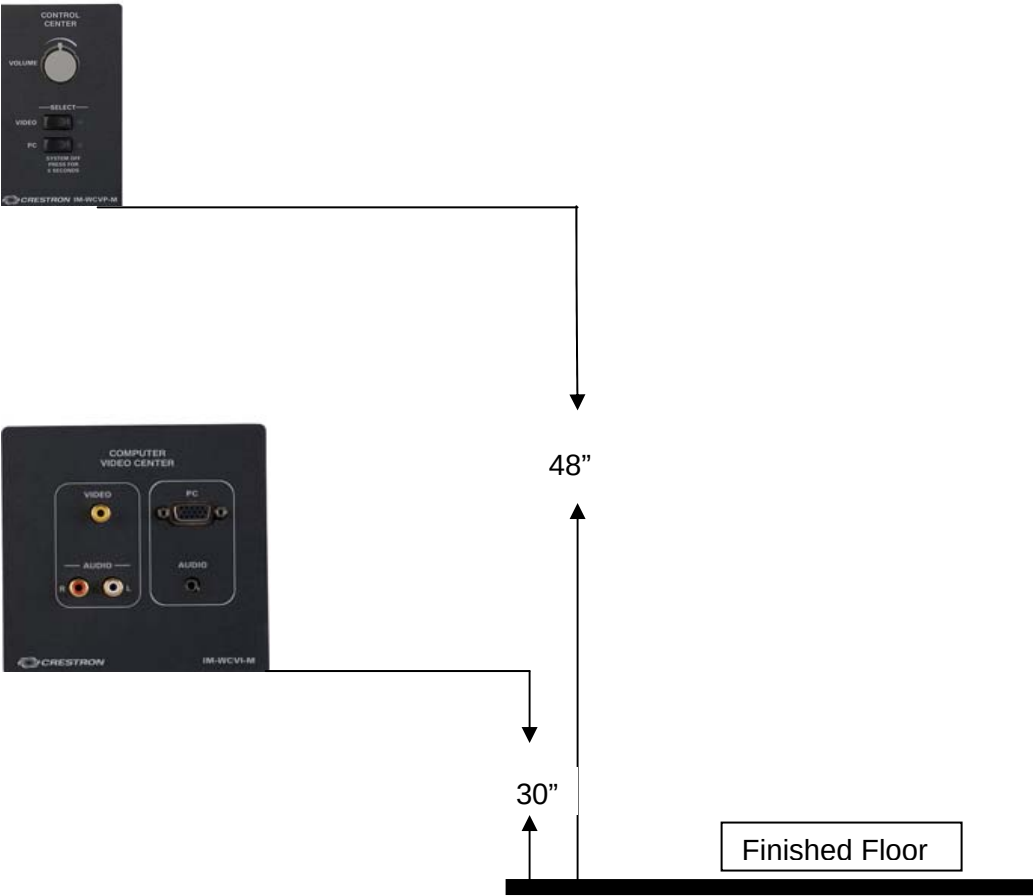
43 Rooms**Spare Bulbs 15**

	Room
1.	101
2.	103
3.	104
4.	105
5.	106
6.	107
7.	108
8.	204
9.	205
10.	206
11.	207
12.	208
13.	210
14.	601
15.	602

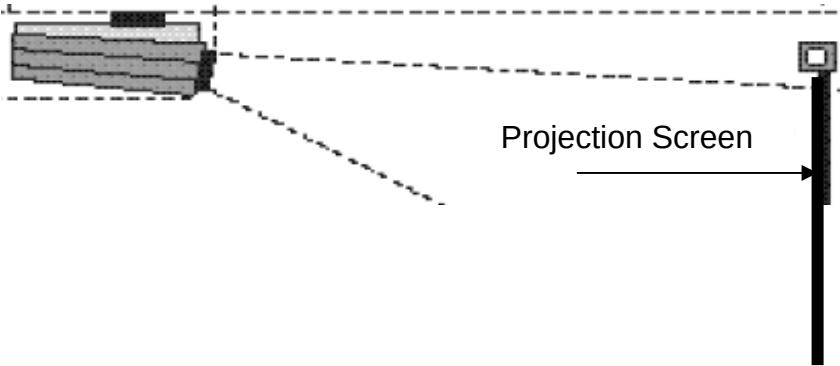
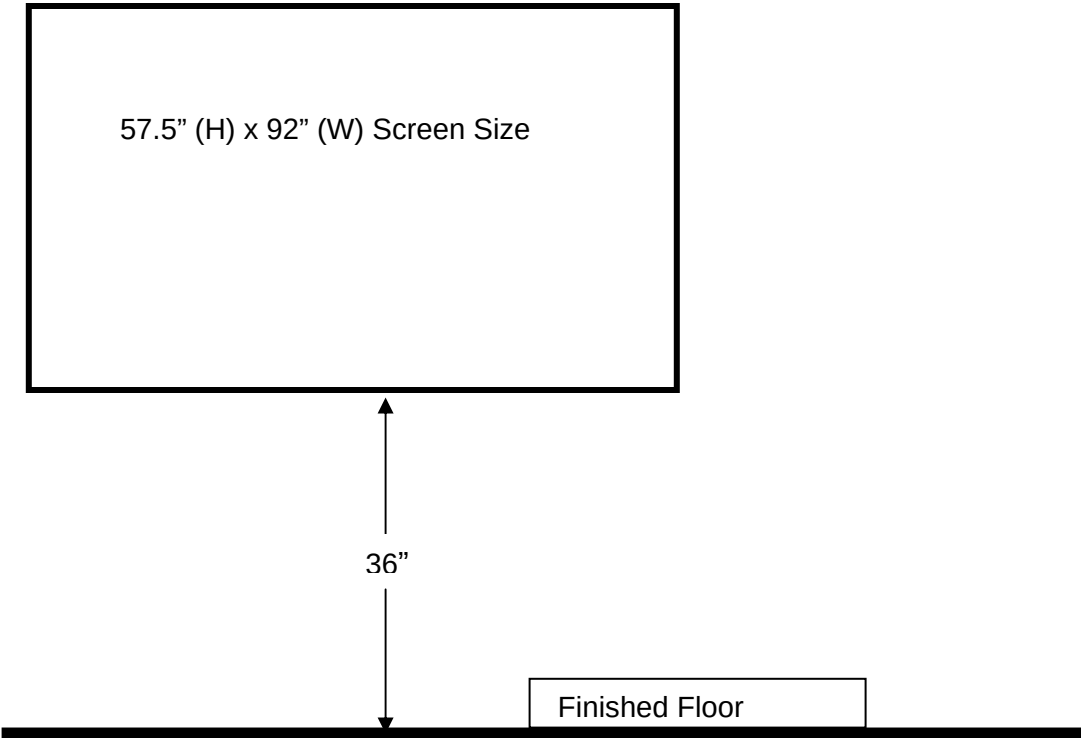
	Room
16.	612
17.	613
18.	616
19.	617
20.	618
21.	619
22.	622
23.	624
24.	700
25.	701
26.	705
27.	711
28.	714
29.	715

	Room
30.	717
31.	718
32.	721
33.	724
34.	807
35.	808
36.	810
37.	813
38.	815
39.	816
40.	819
41.	820
42.	821
43.	822

Installation Diagram #1



Installation Diagram #2 (Using standard 8 1/2' ceiling height)



BASIS OF AWARD

The award will be made to the lowest responsive, responsible bidder(s) on an individual school basis or Grand Total Bid, whichever is most advantageous to the County.

PAYMENT

Payment will be made on a per school basis upon completion and acceptance.

PRICING SCHEDULE

Furnish all labor, materials, and equipment to furnish and install video data projector equipment, Sound System and Screens.

Item No.	Description	Total Bid Price
1.	Furnish, deliver and install video data projector equipment, sound system and screen at Manchester Middle School.	\$_____/total
2.	Furnish, deliver and install video data projector equipment, sound system and screen at Swift Creek Middle School.	\$_____/total
3.	Furnish, deliver and install video data projector equipment, sound system and screen at Tomahawk Creek Middle School.	\$_____/total
4.	Furnish, deliver and install video data projector equipment, sound system at Matoaca Middle School West.	\$_____/total
5.	Furnish, deliver and install video data projector equipment, sound system and screen at Matoaca Middle School East.	\$_____/total
6.	Furnish, deliver and install video data projector equipment, sound system and screen at Former Chester Middle School, now Thomas Dale ninth grade.	\$_____/total
7.	Furnish, deliver and install video data projector equipment, sound system and screen at Elizabeth Davis Middle School.	\$_____/total
GRAND TOTAL BID		\$

TIME OF PERFORMANCE

Bidders are required to state the time of proposed project completion. FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.

The County desires completion of all schools within 90 calendar days after receipt of order (ARO).

State your earliest firm completion in calendar days after receipt of order (ARO).

This may be a factor in the award decision.

Completion in calendar days _____

The Contractor shall begin work no later than ten (10) calendar days after the date specified in the Notice to Proceed and shall prosecute the work in such a manner as to complete it within the time limit as set forth above.

SUBMITTAL CHECKLIST

Bidder has enclosed bid bond. _____Yes _____No

Bidder has enclosed contractor data sheet. _____Yes _____No

Bidder has furnished contractor’s license number. _____Yes _____No

Bidder has enclosed descriptive literature, catalog cuts, and specifications for the equipment being offered if bidding other than suggested brand. _____Yes _____No

Bidder has enclosed an itemized comparison with the specification documenting equivalence for dimensions, quality, and performance if bidding other than suggested brand
_____Yes _____No

Bidder has enclosed Equipment Specification pages 23 through 27 including the requested information with your bid. _____Yes _____No

WARRANTY SERVICE LOCATION

Please indicate nearest factory authorized warranty service facility, location, contact person, and telephone and fax number, as response time shall be within a twenty-four hour time period, excluding weekends.

Facility	_____	Contact	_____
Address	_____	Phone	_____
	_____	Fax	_____

ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CONTRACTOR BUSINESS LICENSE

In accordance with the *Code of Virginia* §54.1-1100, contractors that for a fixed price, commission, fee, or percentage undertake to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a Bidder/Offeror shall fail to obtain the required license prior to submission of a bid/proposal, the bid/proposal shall not be considered.

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

Class B Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$7,500 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12-month period is \$150,000 or more, but less than \$750,000.

Class C Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$7,500, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

Provide contractor license number below:

Class A Virginia Contractor Registration No. _____

Class B Virginia Contractor Registration No. _____

Class C Virginia Contractor Registration No. _____

Classification/Specialty: _____

CONTRACTOR DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS OF BIDDER: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of commodity and service required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that can substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person’s Name and Email Address:

1.
2.
3.

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are _____

All prices shall be F.O.B.: Locations Shown in IFB. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #10-0010 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority-Owned Business:	Yes _____	No _____
Women-Owned Business:	Yes _____	No _____
Chesterfield Business:	Yes _____	No _____