



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Invitation for Bids**



IFB Number: 11-0353
Title: **Wide Area Network Connectivity - Schools**
Issue Date: December 22, 2011
Sealed Bids Due and Opening: January 23, 2012, 2:00 P.M.
Bid Opening Location: Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, VA 23832

Inquires: Questions which may arise as a result of this solicitation may be addressed to Lorie W. Newton, CPPB, Senior Contract Officer, at (804) 717-6760, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (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.

All prices shall be F.O.B. Destination: Various Chesterfield County Public Schools and School Facilities
Freight, delivery costs, and incidental charges shall be included.

My signature below certifies that:

- 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 unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
 - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests (§ 2.2-3100 et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract.
 - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§§ 2.2-4367 et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

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

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

This page must be returned with the Bid Form.

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I. **PURPOSE**

Chesterfield County Public Schools (the District) is seeking bids to provide a high-speed **Wide Area Network (WAN)** solution that will allow for reliable fiber transmission of data. The District is seeking managed fiber optic network services that will connect all school sites to the District Data Center and provide bandwidth at a 100 Mbps. Additionally, the contractor shall provide two (2) 1Gbps fiber transmission lines, one each to the District Data Center located at the West Administration Building and the Chesterfield County Information System Technology Building. This Invitation for Bids does not include any requirement to provide Internet access.

II. **SCOPE OF WORK/SPECIFICATIONS**

WAN connectivity is being requested for the facilities listed in this solicitation with the following requirements:

1. Bidirectional, full duplex transmission of Ethernet frames.
2. At least 100 Mbps download and upload speed for each site listed in Group A.
3. At least 1 Gbps download and upload speed for two lines at site listed in Group B.
4. Switched Layer 2 Ethernet service.
5. Must provide for VLAN transparency allowing the District to configure VLANs without intervention by the service provider.
6. Must utilize TCP/IP protocols.
7. IEEE 802.3 Ethernet interface (UNI), must either be Base T or Base SX
8. Service must be available for 100Mbps and 1Gbps Ethernet UNI
9. Configuration, maintenance, and changes to vendor maintained network equipment shall be provided as a component of the managed service.
10. The bidder shall own at least 80% of the infrastructure that forms the basis of their bid response.
11. Individual circuits must have at least 99.99% up-time.

12. Bidder must provide all support services to maintain all components of the product on which the bid is based.
13. All sites must be scalable up to 1 Gbps without additional construction costs.

SUPPORT REQUIREMENTS

The bidder must provide documentation as part of the bid response to confirm compliance with the following requirements:

1. The Contractor shall provide 24/7/365 network monitoring of all bidder provided components of the network.
2. The Contractor shall provide a 24/7/365 toll free trouble support line dedicated to business customers.
3. The district must be provided an online reports tool which provides network connectivity history and traffic information, selectable within hourly increments.
4. The bidder must have local maintenance support personnel and be available seven days a week, at least 12 hours per day.
5. Service must be provided within 30 minutes of request. Service is defined as action taken by the service provider to troubleshoot the reported problem.
6. Contractor shall have the capability to respond to as many as five sites simultaneously.
7. The Contractor shall provide the District with one itemized monthly bill by mail and online. Online access shall be provided, detailing at least twelve (12) months of invoices.

PERFORMANCE GUARANTEE

A performance guarantee shall be required between the Contractor and the District for the purpose of guaranteeing reliability.

1. The bidder shall provide periodic measurement data to certify that the established links meet the minimum requirements outlined in this bid. This information shall be made available to the District upon request.

2. The successful bidder shall identify a representative, by name and telephone number, for direct communications concerning unresolved performance issues of the WAN. This individual shall have the authority to direct company assets toward the correction of such problems.
3. If a site does not have the required uptime for the month, the District has the right to require a reimbursement credit equal to that month's service at that school site. The month shall be determined by the vendor's billing cycle.
4. The Contractor shall provide the full amount of bandwidth requested for each link location during the entire course of the agreement.
5. If the Contractor fails to meet the stated specifications for product or support services for more than 30 consecutive days, Chesterfield County Public Schools and County Government can request termination of the contract with written notice. After written notice has been given, the Contractor will have 14 days to correct the situation. Failure by the Contractor to correct the situation will be just cause to terminate the contract.

E-RATE REQUIREMENTS

1. Products and services offered by the bidder shall meet the Federal Communications Commission definition of "leased services" (paragraph 193 of FCC's fourth Order on Reconsideration)
2. All aspects of this project shall comply with the Federal Communication Commission's competitive bidding requirement for Universal Service Fund (USF) support and services.
3. The bidder shall participate in the E-Rate program administered by the Schools and Libraries Division of the Universal Service Fund.
4. The bidder shall provide a SPIN number, listed with the E-Rate program, with the bid response.

INSTALLATION REQUIREMENTS

A. District Responsibilities

The District has the following responsibilities as part of the installation process at each location:

1. Provide a suitable location within each connection site for termination of the fiber and connection to Contractor owned equipment.

2. Provide conditioned AC power with battery or emergency generator back-up.
3. Provide a building ground within the room of fiber termination.

B. Contractor Responsibilities

The Contractor has the following responsibilities as part of the installation process at each location:

1. Installation, to include all labor, of the fiber and connections within the building to each site's extended demarcation point.
2. Penetration of District's facilities to allow for entry of Contractor's fiber. Some sites may provide District owned below ground conduit into the building – see Schedule 1.
3. Installation of fiber within plenum approved ductwork for the entire inside installation.
4. All permits, utility markings and permissions to extend the fiber within the building, across right-of-ways, private and public property.
5. Documented testing of all fiber installations to ensure optimal and acceptable performance.
6. All construction costs must be included in the bid response. The District will exercise its option to make payment of construction fees over a one year, monthly basis or a term extending up to three years on a monthly basis. Construction charges will only be paid on work completed.
7. Construction charges shall only include work which occurs on District property.
8. The successful bidder shall provide to the District Construction Office a written plan for fiber installation at each district location listed in Group A and B. This plan will document the method for fiber installation, including the path and any building penetration strategy.
9. During the construction period, the Contractor shall provide to the District a weekly plan of sites and types of work that will occur during the next seven days.

10. During the term of this contract, any changes in the routing of the fiber cable due other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.), or other changes impacting the routing of cabling between sites and the district office will be the sole responsibility of the Contractor, at no expense to the District.

ESTIMATED TIMELINE AND NETWORK DIAGRAM

1. Include an estimated timeline for this project.
2. District is applying for funding to begin on July 1, 2012.
3. Design, construction and installation will occur before July 1, 2012 but service provider invoices cannot be accepted before this date.
4. The West Administration Building must be connected to the network first as this is the location of the District Data Center.
5. It is anticipated that all locations will be operational by September 1, 2012.
6. An as built diagram of the entire fiber installation path must be provided to the District by October 1, 2012.

III. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, Court Square, P.O. Box 51, 9842 Lori Road, Suite 101, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. 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. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to

inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.

4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. 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 the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. 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.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
7. No bid shall be altered or amended after the specified time for opening.
8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.

- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a 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 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 document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.
- C. Site Visits – Non-Mandatory:** Bidders submitting bids who wish to make site visits in conjunction with this solicitation are asked to schedule the site visit by contacting: Brian Jones @ (804) 279-1945.

IV. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation 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 obtaining

all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.

- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a 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. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.

- F. 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 solicitations. 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, women-owned businesses, and businesses located in Chesterfield County 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:

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

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. (*Code of Virginia 2.2-4310*)

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*)

- G. 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.

- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder 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 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**

- I. Cooperative Procurement:** 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 or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, 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.

- J. Copyrights or Patent Rights:** The bidder certifies by submission of a 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 solicitation. The Contractor 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, or alleged violation.
- K. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- L. Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

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 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.

- M. Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the 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.

- N. **Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County's General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- O. **ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- P. **Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield

County does not discriminate against faith-based organizations.

- Q. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- R. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- S. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- T. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- U. Mistakes in Bids**
 - 1. 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 in accordance with the withdrawal procedure provided herein.
 - 2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- V. Modification of the Contract:** The 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.
- W. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or

requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.

- X. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- Y. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

- Z. 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." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.

- AA. Quality Expectation Statement:** Chesterfield County, through its quality 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 quality 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”.

- BB. Schools:** 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 Public Schools.
- CC. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, 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/Schools 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/Schools 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/Schools 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.
- DD. 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 materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- EE. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- FF. Termination for Breach or 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 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.

If the contract is terminated by the County, 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.

GG. Tie Bids: In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the *County Code*, 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 of Virginia pursuant to *Code of Virginia 2.2-4324*. If no County or Commonwealth of Virginia preference is available, the tie shall be decided by lot.

HH. 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.

II. 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.

JJ. Withdrawal of Bids

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

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 in the bid, 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 that 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.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to the conditions of subsection F of §2.2-4342 of the *Code of Virginia*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice 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. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

2. Withdrawal: Other than Construction

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.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to the conditions of subsection F of §2.2-4342 of the *Code of Virginia*.

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice 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. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

V. SPECIAL TERMS AND CONDITIONS

- A. Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
- B. 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 or proposal, 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.

C. Contract Term/Contract Renewal/Contract Extension

1. Contract Term

The initial term of this contract shall be effective from July 1, 2012 through June 30, 2013.

2. Contract Renewal

This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in subsections a and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Internet and Electronic Providers (Table 3) category of the the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be or <http://www.bls.gov/news.release/cpi.t03.htm>
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Internet and Electronic Providers (Table 3) category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi.t03.htm>

3. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

- D. Contractor Representative:** The Contractor shall provide the name and telephone number of the project manager/supervisor for this contract in the space provided on the Bid Form. The manager/supervisor shall be available by cellular phone during working hours which are defined as: 8:30 a.m. – 5:00 p.m. Monday through Friday.

- F. County Access to Contract:** Chesterfield County reserves the right to add county-owned buildings to this contract under the average monthly

price structure quoted at the matching bandwidth. All construction charges will be negotiated between the County and the service provider. Sites can include, but are not limited to, fire stations, police stations and public libraries.

- G. Insurance Requirements:** The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance 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 coverages shall be such as to fully protect the County and Chesterfield County Public Schools, the Consulting Professional (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 insurance in satisfactory limits, and on forms and of companies that 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 Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

- | | |
|--|---|
| 1. Commercial General Liability
Limit per | \$1,000,000 Combined Single
occurrence |
|--|---|

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County and Chesterfield County Public Schools as an **additional insured** by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

- a. **"Chesterfield County and Chesterfield County Public Schools by endorsement to the policy is an additional insured"; or**
- b. **"Chesterfield County and Chesterfield County Public Schools by endorsement to the policy is additional insured with**

respect to General Liability “; or

c. or the Contractor may provide a copy of the actual endorsement to the policy

- | | |
|--------------------------------------|---|
| 2. Automobile Liability
Limit per | \$1,000,000 Combined Single
occurrence |
| 3. Workers’ Compensation | Virginia Statutory limits |
| 4. Employers’ Liability
disease | \$100,000 each accident, each
disease |

Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:

- a. **“By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County”; or**
- b. **The contractor may attach a copy of the endorsement to the certificate.**

The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB No. 11-0353

Certificate of Insurance must have an authorized signature.

- H. Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County’s best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.

- I. **Pricing:** Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.
- J. **Quantities:** Quantities listed are estimates of anticipated usage for the initial term of the contract. The County reserves the right to increase or decrease quantities based on actual usage. The County does not guarantee the purchase of any specific minimum quantities during the initial, or any term of this agreement.
- K. **References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. 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.
- L. **Responsibility of Bidder:** The bidder should carefully and thoroughly examine the job site and conditions, the quality of materials and workmanship required for the work, and review the entire Invitation for Bid document before submitting a bid. Claims, as a result of failure to inspect the job site and all Invitation for Bid documents, will not be considered by the County.

VI. BID FORM

A. BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder based on the life-cycle cost of each site. The life-cycle cost of each site will be determined by multiplying the monthly cost for year one by 60 months and then adding the installation cost to obtain a total cost for each site. To be considered for award, bidders must bid on all items listed on the bid form. The County/Schools understands that the contractor will be allowed to increase the monthly fee after year one in accordance with the Renewal of Contract clause found on Page 19. Chesterfield County and Chesterfield County School Board reserves the right to award all, in part or no sites at all. ***Although the award of this contract will be made upon review of the responsive and responsible bidder, the contract period will not begin until July 1, 2012.***

B. PRICING SCHEDULE

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Group A

	Site Name	Monthly Service Fee	+ Installation Cost	= Total Cost
1	Bellwood Elementary School 9536 Dawnshire Road Richmond, VA 23237	\$____ X 60 = \$____		
2	Bensley Elementary School 6600 Strathmore Road Richmond, VA 23237	\$____ X 60 = \$____		
3	Beulah Elementary School 4216 Beulah Road Richmond, VA 23237	\$____ X 60 = \$____		
4	Bon Air Elementary School 8701 Polk Street Bon Air, VA 23235	\$____ X 60 = \$____		
5	Chalkley Elementary School 3301 Turner Road Chesterfield, VA 23832	\$____ X 60 = \$____		
6	Clover Hill Elementary School 5700 Woodlake Parkway Midlothian, VA 23112	\$____ X 60 = \$____		
7	Crenshaw Elementary School 11901 Bailey Bridge Road Midlothian, VA 23112	\$____ X 60 = \$____		
8	Crestwood Elementary School 7600 Whittington Drive Richmond, VA 23225	\$____ X 60 = \$____		
9	Curtis Elementary School 3600 W. Hundred Road Chester, VA 23831	\$____ X 60 = \$____		

	Site Name	Monthly Service Fee	+ Installation Cost	= Total Cost
10	Davis Elementary School 415 S. Providence Road Richmond, VA 23236	\$_____ X 60 = \$_____		
11	Ecoff Elementary School 5200 Ecoff Avenue Chester, VA 23831	\$_____ X 60 = \$_____		
12	Enon Elementary School 2001 E. Hundred Road Chester, VA 23836	\$_____ X 60 = \$_____		
13	Ettrick Elementary School 20910 Chesterfield Avenue Ettrick, VA 23803	\$_____ X 60 = \$_____		
14	Evergreen Elementary School 1701 Evergreen E. Parkway Midlothian, VA 23114	\$_____ X 60 = \$_____		
15	Falling Creek Elementary School 4800 Hopkins Road Richmond, VA 23234	\$_____ X 60 = \$_____		
16	Gates Elementary School 10001 Courthouse Road Chesterfield, VA 23832	\$_____ X 60 = \$_____		
17	Gordon Elementary School 11701 Gordon Road Richmond, VA 23236	\$_____ X 60 = \$_____		
18	Grange Hall Elementary School 19301 Hull Street Road Moseley, VA 23120	\$_____ X 60 = \$_____		
19	Greenfield Elementary School 10751 Savoy Road Richmond, VA 23235	\$_____ X 60 = \$_____		
20	Harrowgate Elementary School 15501 Harrowgate Road Chester, VA 23831	\$_____ X 60 = \$_____		
21	Hening Elementary School 5230 Chicora Drive Richmond, VA 23234	\$_____ X 60 = \$_____		
22	Hopkins Elementary School 6000 Hopkins Road Richmond, VA 23234	\$_____ X 60 = \$_____		
23	Jacobs Road Elementary School 8800 Jacobs Road Chesterfield, VA 23832	\$_____ X 60 = \$_____		
24	M. Christian Elementary School 14801 Woods Edge Road Colonial Heights, VA 23834	\$_____ X 60 = \$_____		
25	Matoaca Elementary School 6627 River Road Matoaca, VA 23803	\$_____ X 60 = \$_____		
26	Providence Elementary School 11001 W. Providence Road Richmond, VA 23236	\$_____ X 60 = \$_____		

	Site Name	Monthly Service Fee	+ Installation Cost	= Total Cost
27	Reams Road Elementary School 10141 Reams Road Richmond, VA 23236	\$_____X 60 = \$_____		
28	Robious Elementary School 2801 Robious Crossing Drive Midlothian, VA 23113	\$_____X 60 = \$_____		
29	Salem Church Elementary School 9600 Salem Church Road Richmond, VA 23237	\$_____X 60 = \$_____		
30	Scott Elementary School 813 Beginners Trail Loop Chester, VA 23836	\$_____X 60 = \$_____		
31	Smith Elementary School 13200 Bailey Bridge Road Midlothian, VA 23112	\$_____X 60 = \$_____		
32	Spring Run Elementary School 13901 Spring Run Road Midlothian, VA 23112	\$_____X 60 = \$_____		
33	Swift Creek Elementary School 13800 Genito Road Midlothian, VA 23112	\$_____X 60 = \$_____		
34	Watkins Elementary School 501 Coalfield Road Midlothian, VA 23114	\$_____X 60 = \$_____		
35	Weaver Elementary School 3600 James River Road Midlothian, VA 23113	\$_____X 60 = \$_____		
36	Wells Elementary School 13101 S. Chester Road Chester, VA 23831	\$_____X 60 = \$_____		
37	Winterpock Elementary School 9000 Elementary Way Loop Chesterfield, VA 23832	\$_____X 60 = \$_____		
38	Woolridge Elementary School 5401 Timber Bluff Parkway Midlothian, VA 23112	\$_____X 60 = \$_____		
39	Bailey Bridge Middle School 12501 Bailey Bridge Road Midlothian, VA 23112	\$_____X 60 = \$_____		
40	Carver Middle School 3800 Cougar Trail Chester, VA 23831	\$_____X 60 = \$_____		
41	Davis Middle School 601 Corvus Court Chester, VA 23836	\$_____X 60 = \$_____		
42	Falling Creek Middle School 4724 Hopkins Road Richmond, VA 23234	\$_____X 60 = \$_____		
43	Manchester Middle School 7401 Hull Street Road Richmond, VA 23235	\$_____X 60 = \$_____		

	Site Name	Monthly Service Fee	+ Installation Cost	= Total Cost
44	Matoaca Middle West Campus 20300 Halloway Avenue Matoaca, VA 23803	\$_____ X 60 = \$_____		
45	Matoaca Middle East Campus 6001 Hickory Road Matoaca, VA 23803	\$_____ X 60 = \$_____		
46	Midlothian Middle School 13501 Midlothian Turnpike Midlothian, VA 23113	\$_____ X 60 = \$_____		
47	Providence Middle School 900 Starlight Lane Richmond, VA 23235	\$_____ X 60 = \$_____		
48	Robious Middle School 2701 Robious Crossing Drive Midlothian, VA 23113	\$_____ X 60 = \$_____		
49	Salem Middle School 9700 Salem Church Road Richmond, VA 23237	\$_____ X 60 = \$_____		
50	Swift Creek Middle School 3700 Old Hundred Road Midlothian, VA 23112	\$_____ X 60 = \$_____		
51	Tomahawk Creek Middle School 1600 Learning Place Loop Midlothian, VA 23114	\$_____ X 60 = \$_____		
52	Bird High School 10301 Courthouse Road Chesterfield, VA 23832	\$_____ X 60 = \$_____		
53	Clover Hill High School 13301 Kelly Green Lane Midlothian, VA 23112	\$_____ X 60 = \$_____		
54	Chesterfield Community High School 12400 Branders Bridge Road Chester, VA 23831	\$_____ X 60 = \$_____		
55	Cosby High School 14300 Fox Club Parkway Midlothian, VA 23112	\$_____ X 60 = \$_____		
56	James River High School 3700 James River Road Midlothian, VA 23113	\$_____ X 60 = \$_____		
57	Manchester High School 12601 Bailey Bridge Road Midlothian, VA 23112	\$_____ X 60 = \$_____		
58	Matoaca High School 17700 Longhouse Lane Chesterfield, VA 23838	\$_____ X 60 = \$_____		
59	Meadowbrook High School 4901 Cogbill Road Richmond, VA 23234	\$_____ X 60 = \$_____		
60	Midlothian High School 401 Charter Colony Road Midlothian, VA 23114	\$_____ X 60 = \$_____		
61	Monacan High School 11501 Smoketree Drive Richmond, VA 23236	\$_____ X 60 = \$_____		

	Site Name	Monthly Service Fee	+ Installation Cost	= Total Cost
62	Thomas Dale High School 3626 West Hundred Road Chester, VA 23831	\$____ X 60 = \$____		
63	Thomas Dale 9 th Grade Campus 3900 West Hundred Road Chester, VA 23831	\$____ X 60 = \$____		
64	Food & Nutrition Services 7610 Whitepine Road Richmond, VA 23237	\$____ X 60 = \$____		
65	Instruction Division Center 600 Southlake Boulevard Midlothian, VA 23236	\$____ X 60 = \$____		
66	Thomas Fulghum Center 4003 Cogbill Road Richmond, VA 23234	\$____ X 60 = \$____		

Group B

67	West Administration Building 13900 Hull Street Road Midlothian, VA 23112	\$____ X 60 = \$____		
68	Chesterfield County Information System Technology Facility 6730 Public Safety Way Chesterfield, VA 23832	\$____ X 60 = \$____		

Schedule 1

School with Existing Conduit

The following District locations have accessible underground 4-inch conduit originating in an outside, District/County-owned utility pull-box and terminating inside the building. It is anticipated, but not guaranteed that all of these locations will allow for fiber installation from the utility box inside the school without the need for digging or additional building penetration. It will be the bidders responsible to determine adequate space per bid requirements which can be accomplished through a site visit per III – C, Page 9 of the IFB..

Bailey Bridge Middle School 12501 Bailey Bridge Road Midlothian, VA 23112	Spring Run Elementary School 13901 Spring Run Road Midlothian, VA 23112
Carver Middle School 3800 Cougar Trail Chester, VA 23831	Matoaca High School 17700 Longhouse Lane Chesterfield, VA 23838
Davis Middle School 601 Corvus Court Chester, VA 23836	Meadowbrook High School 4901 Cogbill Road Richmond, VA 23234
Falling Creek Middle School 4724 Hopkins Road Richmond, VA 23234	Cosby High School 14300 Fox Club Parkway Midlothian, VA 23112
Manchester Middle School 7401 Hull Street Road Richmond, VA 23235	Clover Hill High School 13301 Kelly Green Lane Midlothian, VA 23112
Matoaca Middle West Campus 20300 Halloway Avenue Matoaca, VA 23803	Winterpock Elementary School 9000 Elementary Way Loop Chesterfield, VA 23832
Matoaca Middle East Campus 6001 Hickory Road Matoaca, VA 23803	Thomas Fulghum Center 4003 Cogbill Road Richmond, VA 23234
Midlothian Middle School 13501 Midlothian Turnpike Midlothian, VA 23113	Chesterfield County Information System Technology Facility 6730 Public Safety Way Chesterfield, VA 23832
Providence Middle School 900 Starlight Lane Richmond, VA 23235	
Robious Middle School 2701 Robious Crossing Drive Midlothian, VA 23113	
Salem Middle School 9700 Salem Church Road Richmond, VA 23237	
Swift Creek Middle School 3700 Old Hundred Road Midlothian, VA 23112	
Tomahawk Creek Middle School 1600 Learning Place Loop Midlothian, VA 23114	
Scott Elementary School 813 Beginners Trail Loop Chester, VA 2383614	

C. DELIVERY SCHEDULE**DELIVERY/TIME OF PERFORMANCE**

Bidders are required to state the time of proposed delivery or project completion.

FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.

The County desires that all locations be operational by September 1, 2012.

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

This may be a factor in the award decision.

D. ADDENDA

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

F. BIDDER'S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide requested information on cover page: name, address, etc.

Attachment A – Virginia State Corporation Commission (SCC) Registration Information

Signed Bid (cover page)

G. VIRGINIA CONTRACTOR LICENSE NUMBER (*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 shall fail to obtain the required license prior to submission of a bid, the bid shall not be considered. **Bidder shall insert Contractor license number and specialty in the space provided below.**

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 \$10,000 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 \$10,000, 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: _____

H. CONTACTOR'S REPRESENTATIVE

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

I. CONTACTOR'S REPRESENTATIVE – Project Manager/Supervisor:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

J. 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.

Our terms are: _____

K. BIDDER DATA

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that will 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. _____

ATTACHMENT A

Virginia State Corporation Commission (SCC) Registration Information

The bidder shall check one of the following. The bidder is:

☐ a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐