

Clio Area Schools

REQUEST FOR PROPOSAL

INSTALLATION OF NETWORK CABLING- GARNER ELEMENTARY

The following form of notice on this page shall be published at least once in a newspaper of general circulation within the school district and posted for at least 2 weeks on the Michigan Department of Management and Budget (DMB) website or another website approved by the DMB (i.e., Bid4Michigan)]

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION OF CLIO AREA SCHOOLS WILL RECEIVE SEALED BID PROPOSALS UNTIL APRIL 16, 2018 AT 10:00 AM AT THE OFFICE OF THE SUPERINTENDENT FOR CLIO AREA SCHOOLS LOCATED AT 430 N. MILL ST. CLIO, MI 48420. THE BOARD OR ITS DESIGNEE WILL OPEN AND READ EACH RECEIVED BID AT A PUBLIC MEETING AT 10:00 AM ON APRIL 16, 2018 AT:

CLIO AREA SCHOOLS
ADMINISTRATION BUILDING
430 N. MILL ST.
CLIO, MI 48420

THE PROPOSAL WILL BE TO INSTALL NETWORK CABLING FOR GARNER ELEMENTARY IN ACCORDANCE WITH BIDDING DOCUMENTS AND APPROVED SPECIFICATIONS.

Clio Area Schools will not consider or accept a proposal received after the above-specified date and time for Proposal submission.

At the above-specified time and place for receiving proposals, the Board of Education, acting by its designee, will publicly open and read all timely-received Proposals. The Board of Education reserves the rights to waive any irregularity or informality in its Request for Proposals ("RFP") process, to reject any or all Proposals, to award Program components by component, group of components, or total Program, and to accept the Proposal or Proposals which the Board determines will perform in the District's best interests and will be the lowest responsible bidder as required by law. Each and every bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the District or any employee of the firm submitting the bid and the Superintendent of Clio Area Schools or any member of the Board of Education. Proposals are to be presented in accordance with the RFP specifications. For a copy of the RFP go to clioschools.org/district/RFP's or more information call John Chomos at (810) 591-1395.

Clio Area Schools

**REQUEST FOR PROPOSAL FOR
INSTALLATION OF NETWORK CABLING AT GARNER ELEMENTARY
PART 1 -- GENERAL INSTRUCTIONS**

A. Instructions

Qualified firms are invited to submit proposals to Clio Area Schools ("District") for the installation of Network cabling at Garner Elementary in accordance with the bidding documents and specifications ("Project"). The District's objective in issuing this Request for Proposal ("RFP") is to obtain competitive bids from which it will select a single contractor ("Contractor") to install Network cabling at Garner Elementary on a turn-key basis in accordance with applicable laws.

The District reserves the right to reject any or all proposals, to award Project components by component, group of components, or total Project, to accept any or all alternatives, to accept any proposal in whole or in part, to waive any irregularities or informalities which are in the best interest of the District, and to weigh proposal elements as deemed beneficial to the District. Any award shall be to the Contractor that the District considers the lowest responsible bidder.

B. Proposal Submission

To be considered by the District, two (2) copies of the complete proposal must be received no later than 10:00 AM, April 16th, 2018. Proposals should be addressed to:

Mr. Fletcher Spears III, Superintendent
Clio Area Schools
430 N. Mill St.
Clio, MI 48420

The lower left corner of the submittal envelope should be marked: PROPOSAL FOR NETWORK CABLING-GARNER ELEMENTARY.

Submitted proposals become the property of the District and will not be returned. Further, all submitted proposals become subject to the Freedom of Information Act, unless the District reasonably believes that Contractor satisfies exemption criteria and

rejects disclosure on such basis.

C. Late Proposals

Any proposal received by the District after the time specified above will not be considered.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may also be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline. Proposals that are not so withdrawn shall constitute a firm offer for a period of sixty (60) days to perform the work contained therein and/or required by this RFP.

E. Questions Concerning this RFP

Inquiries may be made to John Chomos, Director of Technology at the address above, via telephone at (810) 591-1395, or via email at jchomos@clioschools.org. All such inquiries must be made no later than three (3) business days prior to the deadline for submission. Information about the District is available during business hours (8 a.m. - 4 p.m.).

F. Economy of Preparation

Proposals should be prepared simply, providing a concise description of the Contractor's ability to meet the requirements of this RFP.

G. Proposal Signature

Part 4 - Proposal Summary, should be signed by the person responsible for the decision as to services and costs being offered. (In the case of a joint proposal, each party must certify those services and costs being offered by its own firm. Unless otherwise agreed by the District in writing, each party to a joint proposal will be jointly and severally responsible for all services offered in the proposal, regardless of who produces them.)

H. Prime Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected Contractor utilizes separate consultants. The selected Contractor shall be the

sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

I. Proposal Preparation Costs

All costs incurred for proposal preparation, site visitation and investigations, initial engineering analyses, presentations, or contract negotiation, are the responsibility of each respective Contractor and will not be reimbursed by the District.

J. Acceptance of Proposal Contents

The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except with regard to particular contents which are rejected by the District. Failure of the successful firm to abide by such obligations will result in cancellation of the award.

K. Proposed Project Schedule

A proposed project schedule must be provided for the Contractor's scope of work required or permitted by this RFP. The District and all contractors recognize that this schedule may be modified by the District, in its sole and reasonable discretion, to suit its particular needs.

L. Insurance Coverage

Prior to beginning work, the selected Contractor will be required to provide a copy of insurance certificates for general and professional liability coverages, with limits of liability at least as required by law or reasonably required by the District. Any consultants or subcontractors of the Contractor shall provide insurance coverage at least equal to that provided by the Contractor, and those consultants or subcontractors shall provide insurance certificates for general and professional liability coverages. Insurance must be occurrence-based, obtained prior to commencement of work, and maintained for a period of no less than 12 months beyond the date of completion. Certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled, reduced, or allowed to expire until at least 60 days' prior written notice has been given to the District.

M. Payment of Fees

The District will make payments to the Contractor as set forth in the parties' contract. All

costs shall be itemized on a single invoice so that the District may issue one monthly check to the Contractor. The specific day of the month on which invoices are to be received, and checks released, will be set forth in the contract.

N. Taxes

The Proposal shall be deemed to include all applicable sales, use, excise and other taxes required by law. The District, upon request, will provide a properly executed tax exemption certificate, but the District makes no representation that a Contractor may utilize such information to avoid tax liability.

O. Familial Disclosure Statement

Each Proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the Contractor and any member of the board or Superintendent. Bids not accompanied by a sworn and notarized statement will not be accepted by the board.

P. Iran Economic Sanctions Act Certification

Each Proposal shall be accompanied by a certification required by the Iran Economic Sanctions Act that the bidder is not an Iran-linked business. Bids not accompanied by such a certification will not be accepted by the board.

Q. Waiver of Claims

The Contractor, by its submission of its proposal, releases the District and its Board members, administrators, employees and agents from any claims arising out of, and related to, the RFP process and the selection of a Contractor.

Clio Area Schools

REQUEST FOR PROPOSAL FOR INSTALLATION OF NETWORK CABLING- GARNER ELEMENTARY PART 2 -- PROPOSAL REVIEW AND SELECTION PROCESS

A. Time Frame for Contractor Selection

It is the intent of the District to select a contractor according to the following schedule:

March 23, 2018	RFP is released.
April 2, 2018	Mandatory pre-bid meeting/ walk through with district 10:00 AM at Garner Elementary, 10271 N. Clio Rd. Clio, MI 48420
April 16, 2018	Proposals are due 10:00 AM delivered to Administration Building, 430 N. Mill Street, Clio, MI 48420
April 16, 2018	Administrators begin screening proposals.
April 26, 2018	Board of Education selects contractor and authorizes a designee to finalize a contract.
July 9, 2018	Contractor begins work.
August 17, 2018	Work completion.

The District may modify or eliminate any portion of the above schedule in its sole discretion and to the extent consistent with law.

B. Review and Selection Process

The District reserves the right to reject any or all proposals that are determined not to be in the best interests of the District. The District will not necessarily select the lowest cost proposal, but will choose the lowest responsible bidder.

C. Interviews

It is expected that one or more Contractors providing proposals within an acceptable range of costs may be invited for interviews with District administrators and, if

applicable, the Board of Education. Those Contractors may be asked to (but shall not have the right to) make a brief presentation to District administrators or the Board of Education and/or answer any questions that may exist about their proposal.

D. Evaluation Criteria

The District will evaluate Contractor's proposals based on cost and responsibility factors, including but not necessarily limited to the following:

Cost: The total cost for all services and as broken down among the various project elements.

Adherence to RFP: Conformance, in both content and presentation, to the parameters established in this request.

Relevant Experience: Contractor's relevant experience with the required work, particularly at K-12 public school facilities of comparable size and complexity.

Qualifications: Qualifications and experience of the Contractor's key staff to be assigned to the project.

Timeliness: The Contractor's ability to complete work specified in this RFP in a timely fashion.

Responsiveness: The Contractor's ability to meet quickly with District officials, contractors, etc. when necessary.

Team Compatibility: The Contractor's ability to work with students, District employees, parents, community members, architectural firms, contractors, and governmental officials based on references and interviews.

It is understood that all labor and materials must be competitively bid and awarded, if at all, to the lowest responsible bidder. The District may consider a number of factors in determining a Contractor's "responsibility," and it is expressly understood that the District is not confined to the above-referenced list or any other information required or provided in response to this RFP.

E. Awarding of the Contract

All proposals may be reviewed and evaluated by District administration and consultants

for the purpose of recommending a lowest responsible bidder. The ultimate determination to award a contract will be made by the District's Board of Education as required by law.

The form of Contract shall be based on the document attached hereto as Attachment C ("Contract"). By submitting a proposal, each Contractor agrees to the terms of the Contract in its entirety, except and only to the extent the Contractor specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative.

Notwithstanding anything herein to the contrary, the District shall have the unilateral ability, in its sole discretion, to negotiate any term of the Contract (or any other form of contract considered by the parties). The award of a Contract shall be contingent upon the successful negotiation of same, and the Contractor shall not be entitled to any remuneration unless and until a Contract is officially approved by the District's Board of Education.

Clio Area Schools

REQUEST FOR PROPOSAL FOR
INSTALLATION OF NETWORK CABLING- GARNER ELEMENTARY
PART 3 – PROPOSAL DETAILS

I. CONTRACTOR INFORMATION

The following information will be considered by the District for the purpose of determining the Contractor's "responsibility" and present capability to perform the work. The District's determination is not limited to the information below or any other information required by this RFP.

Name of Firm: _____

Year Established: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Contact Person Email Address: _____

A. **Business Organization**

1. Individual ____ Partnership ____ Corporation ____ Other ____
2. Identify the number of years the firm has provided the type of improvements required herein, and provide a brief history of the firm's experience with the required work.

3. List the firm's officers and the staff that will be dedicated to this project.

Name	Title/work assignment
_____	_____
_____	_____
_____	_____
_____	_____

4. Provide the hourly rate for firm personnel in the event they provide additional services (i.e., services beyond the originally agreed scope of the project).
5. List any subcontractors or sub-consultants outside your firm you propose using to provide services.

<u>Firm Name</u>	<u>City/State</u>	<u>Specialty</u>	<u>Number of Times Affiliated With You</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. What is your firm's present workload? Provide a list of all scheduled and unscheduled construction projects currently being handled by your firm, including an indication of approximate cost and percentage of completion for each project.

7. What is your General Liability Insurance coverage:

- a. Total amount of protection provided _____
- b. Amount of deductible, if any. _____
- c. Insurance company contact information
 - Company _____
 - Agent name _____
 - Address _____
 - Phone number _____

8. What is your Professional Liability coverage, if any:

- a. Total amount of protection provided _____
- b. Amount of deductible, if any. _____
- c. Insurance company contact information
 - Company _____
 - Agent name _____
 - Address _____
 - Phone number _____

9. Within the last five years have you had litigation, arbitration or a claim filed against or settled with your company by a client (in the educational market or otherwise) or have you filed the same against any other client? If yes, explain each in detail.

10. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated a contract, for

cause or for convenience, prior to completion of a project? If yes, please explain.

B. Approach to Services

1. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to your work.

2. Some of the construction work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.

3. Discuss the method of on-site observation and project management you will use for our Project, and how you will ensure a prompt response should same be required.

4. Add any additional information about your design and/or construction approach that you will use for this Project that you believe to be exceptional.

II. PROJECT DESCRIPTION

- A. The project requirements are as follows:

Clio Area Schools is seeking pricing to install LAN drops to Garner Elementary

See attached spec in Attachment D.

Alternatives to bid are listed at the end.

- B. The Contractor shall provide a minimum three-year warranty on all design, materials and workmanship from the date of final acceptance by the District. The Contractor shall also provide an itemized statement of all warranties on specific products included in the Proposal.
- C. The District will have one (1) contract with the selected Contractor. The District will not have separate contracts with trade contractors or sub-consultants as part of the Contractor's contract.
- D. The Contractor acknowledges that permits are required from the State of Michigan and that, unless the District provides otherwise in accordance with 1937 PA 306, a state inspector is required regarding the services to be performed herein.

Clio Area Schools

**REQUEST FOR PROPOSAL FOR
INSTALLATION OF NETWORK CABLING- GARNER ELEMENTARY
PART 4 – PROPOSAL SUMMARY**

This proposal has been prepared to provide the District with all the information requested in the RFP. The undersigned certifies that the RFP has been carefully examined and that the proposal contained herein meets or exceeds the scope of services as outlined herein and that any items that have been deleted from and/or added to the requested scope of services (including, but not limited to, the proposed contract language) are clearly noted as follows:

Signed this ____ day of _____, 201____.

Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

If a corporation, indicated State of incorporation and affix seal.

Attest:

By:

Signature/Title

ATTACHMENT "B"

Iran Economic Sanctions Act Certification

I am the _____ (title) of _____ (company), or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the installation of network cabling- Garner Elementary, Clio Area Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

Signature

Printed

Date

ATTACHMENT "C"

[Form of Agreement]

OWNER/CONTRACTOR AGREEMENT FOR INSTALLATION OF NETWORK CABLING- GARNER ELEMENTARY

This Owner/Contractor Agreement for Installation of Network cabling at Garner Elementary ("Agreement") is made this ____ day of _____, 2018 by and between Clio Area Schools , a Michigan general powers school district, organized and operated pursuant to the Michigan Revised School Code, whose address is 430 N. Mill St. Clio, MI 48420 (hereinafter referred to as the "District" or "Owner"), and _____, a Michigan _____, whose address is _____ (hereinafter referred to as "Contractor"), for the installation of network cabling at Garner Elementary, including the purchase and installation of all equipment, as well as related service and support, training, maintenance and warranties related to same, all in accordance with the terms and conditions herein.

RECITALS

WHEREAS, the District desires installation of Network cabling at Garner Elementary, including all necessary labor and equipment, training and warranties as set forth in the District's Request for Proposal, dated _____, 2018 ("RFP") and as otherwise approved by the District ("Project");

WHEREAS, Contractor is an entity which has represented to have the personnel, expertise, training, capacity and qualifications to perform the Project, and has responded to the RFP ("Response"); and

WHEREAS, the District and Contractor desire to enter into this Agreement to authorize and require the Contractor to perform the obligations identified in the RFP and Response, and any other duties identified herein.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

SECTION 1 – INCORPORATION OF DOCUMENTS

1.1 The RFP and Response are incorporated herein by reference as if fully

restated herein. In the event of any inconsistency between or among the RFP, the Response, this Agreement or any other contract document, the provision that is more beneficial to the Owner shall be deemed to control.

SECTION 2 – DESCRIPTION OF SERVICES / RELATIONSHIP OF PARTIES

2.1 Contractor shall provide the services described in the documents identified in Section 1, as required by law, as may otherwise be subsequently agreed to by the parties in writing via change order, and/or as otherwise may be directed by the Owner via construction change directive when a change order cannot be timely agreed upon (“Services”).

2.2 Contractor agrees that the individuals assigned to provide Services under this Agreement will adhere to professional standards and will perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of work rendered. Contractor further agrees that the equipment installed pursuant to this Agreement shall be new and of good working order.

2.3 In the performance of Services under this Agreement, Contractor (its agents, subcontractors and employees) shall be regarded at all times as performing services as an independent contractor of the District. Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement.

2.4 Contractor’s employees assigned to provide Services shall be fully certified, licensed and approved as necessary to lawfully perform the Services, and Contractor and its employees shall at all times comply with applicable statutes, laws, rules, regulations, and District policies.

2.5 Contractor is expected to coordinate the timing, location, and performance of Services with the District’s Director of Technology. The intent of this paragraph is not to direct the Contractor’s work, but only to ensure the efficient and smooth performance of same in light of the District’s ongoing operations. The Contractor shall cooperate and coordinate with other contractors performing work for the District, if any, to ensure a seamless and efficient installation of improvements.

SECTION 3 – FEES, INVOICE AND PAYMENT

3.1 In consideration of Services properly provided by Contractor under this Agreement, the District will pay to Contractor _____

Dollars (\$ _____), which amount is consistent with the Contractor's bid amount and any accepted alternates.

3.2 Invoices shall be submitted no more frequently than monthly and shall coincide with the value of work performed. The District will remit payment on undisputed invoices or undisputed portions of invoices within forty five (45) days of receiving the invoice, but in no event shall a payment be made if such payment will result in the Contractor receiving an amount that exceeds the value of services performed to date.

3.3 Without regard to Section 3.2, the District shall be entitled to retain ten percent (10%) of any amounts paid until the Contractor has successfully and finally completed its Services.

SECTION 4 – INDEMNIFICATION AND INSURANCE

4.1 Contractor shall indemnify and hold the District (and its officers, trustees and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence or intentionally wrongful act of Contractor or any of its employees or others for whom it is responsible in connection with the performance or non-performance of the Agreement. Contractor's indemnification responsibility shall be determined on a comparison basis, but shall equal the full amount of its degree of fault.

4.2 Contractor agrees to procure and maintain insurance coverage in types and amounts required by the RFP. Contractor agrees to provide the District certificates of insurance evidencing such coverage prior to commencing any Services. Insurance shall be obtained and maintained from an insurance company licensed to sell insurance in the State of Michigan with an A+ A.M. Best rating, or equivalent. Insurance coverages shall not be reduced or eliminated without at least sixty (60) days prior written notice to the District.

SECTION 5 – EMPLOYEES AND SUBCONTRACTING

5.1 The District reserves the right to approve the identity of the Contractor's project director and any of its subcontractors. The District may further request the removal of any employee or subcontractor, which the Contractor shall promptly consider subject to its status as employer.

5.2 In the performance of the Agreement it may be necessary for Contractor to sublet part of the work to others. The Contractor will inform the District as to which subcontractors will be used. Subcontractor use shall be subject to the approval of the District. The Contractor will be fully responsible to the District for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Contractor. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the District; however, the District shall be deemed a third party beneficiary of any agreement between the Contractor and a subcontractor. The Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement, or any part thereof, or the Contractor's right, title, or interest in same without the prior written consent of the District. The Contractor shall not assign any of the monies due or to become due and payable under the Agreement without prior written consent of the District.

SECTION 6 – EQUAL EMPLOYMENT OPPORTUNITY

6.1 The Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, pregnancy, age, height, weight, disability, marital status or veteran status. Breach of this Section shall be regarded as a material breach of this Agreement.

SECTION 7 – OWNER'S RIGHT TO CORRECT DEFICIENCIES

7.1 If the Contractor shall neglect to perform the work properly, or should it refuse to remedy any defects in the work due to inferior quality or workmanship or material, or should it in any manner fail to perform any provision of the Agreement, the District, after 7 days' notice to the Contractor, may correct such deficiencies at Contractor's cost and may deduct the cost thereof from any payment due the Contractor. The remedy described in this section is not exclusive and shall have no effect on the Owner's ability to seek recovery for, among others, breach of contract, breach of warranty, and/or performance bond claims.

SECTION 8 – DISPUTE RESOLUTION

8.1 The parties shall first attempt to resolve disputes through non-binding mediation. Any claim or dispute not resolved by non-binding mediation shall be subject to litigation in accordance with Michigan law.

8.2 A demand for mediation may be filed along with a complaint in litigation, but the process of non-binding mediation shall proceed first (so long as permitted by the applicable court). Any demand for mediation filed prior to a complaint in litigation shall toll the statute of limitations for all applicable claims until the mediation process has been completed, successfully or unsuccessfully.

8.3 In the event of any mediation arising out of or relating to this Agreement, Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located.

8.4 As a condition precedent to any claim or cause of action brought by the Contractor against the District, the Contractor shall notify the District in writing of any contractual or other dispute within 21 days of becoming aware of same. The failure to timely provide such notice shall be an irrevocable waiver of any claim or cause of action. Claims and causes of action by the District shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the District be deemed untimely if filed within six (6) years of final completion of the Services.

SECTION 9 – TAXES

9.1 The Contractor acknowledges that the District is a tax-exempt entity and any taxes incurred pursuant to performance of this Agreement, including but not necessarily limited to sales and use taxes, shall be the sole responsibility of Contractor.

SECTION 10 – TRAINING

10.1 At no additional cost to the Owner, the Contractor shall provide basic training services for the use and maintenance of the improvements required herein. Additional training may be provided if, and to the extent, agreed by the parties.

SECTION 11 – WARRANTIES

11.1 In addition to any warranties applicable as a matter of law or agreed to by the parties, the Contractor shall provide the following warranties at no additional cost to the Owner: (a) the Owner will have good title to the improvements and all materials and equipment incorporated into the work and, unless otherwise expressly agreed by the Owner, will be new; (b) the work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials; (c) the work and all equipment incorporated into the Work will be fit for the purpose for

which they are intended; (d) the work and all materials and equipment incorporated into the Work will be merchantable; and (e) the Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

11.2 In addition to, and not in substitution of, Section 11.1, the Contractor shall assign and forward to the District all applicable manufacturers' warranties for any equipment, software or materials relevant to the Project and Services.

SECTION 12 -- MISCELLANEOUS

12.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

12.2 This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.

12.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by written amendment, change order, or construction change directive.

12.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.

12.5 This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

12.6 If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

12.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

12.8 Notwithstanding any provisions within the Contract Documents, nothing

shall be deemed a waiver of any immunity granted to District by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

12.9 It is hereby understood and agreed that no product and/or material containing asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the work by the Contractor or its employees, agents, Subcontractors, or other individuals or entities over whom the Contractor has control. If applicable, the Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.

SECTION 13 – AUTHORIZATION

13.1 The Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the District or Contractor, as is respectively applicable.

CLIO AREA SCHOOLS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment D

Section II – Basic Construction Instructions

Overview

Clio Area Schools is seeking pricing to install approximately 140 LAN drops at Garner Elementary.

Evaluation Criteria

The following are a list of evaluation criteria that will be used in determining the product selection:

1. Cost
2. System design and integration with our network
3. Adherence to System Requirements
4. Company and system reputation based on reference feedback

Basic Construction Instructions

Working Environment

All work will be performed in a neat and workman-like manner in accordance with the latest edition of the *National Electric Code*, the *ANSI/NECA/BICSI-568 Standard for Installing Commercial Building Telecommunications Cabling*, the *BICSI Telecommunications Cabling Installation Manual*, and all *ANSI/TIA/EIA* standards documents relevant to this installation. All methods of construction, details of workmanship that are not specifically described or indicated shall be subject to approval by Customer.

All affected computer equipment and furniture shall be covered during the project to keep down the debris residue.

Daily clean-up is required of all site areas.

Equipment, cables, and personnel shall not be in hallways during classroom changes.

Any areas that may become a safety concern should be cordoned off to restrict access.

All equipment and supplies will be stored in Customer designated areas.

Any disruption in service (data, phone, video, etc.) must be scheduled and coordinated with the Customer.

From September through June, work schedules may typically start at 3:30 pm when the

students have left for the day. Summer hours will vary.

The work environment may demand the Vendor workers wear hardhats. Vendor is responsible for following all OSHA guidelines and those work stipulations put forth by the General Contractor

Ceiling and Walls

1. Vendor must carefully remove existing ceiling tiles as required. Store the removed tiles in a location specified by Customer.
2. The ceiling grid should not be modified in any way.
3. Vendor can submit a waiver of responsibility for ceiling tiles that are already broken, brittle or discolored.
4. Any tiles that are damaged during the installation process must be replaced and installed by Vendor. New tiles must match the type and design of the adjacent area.
5. All wall surfaces shall be restored to their original finish, matching the adjacent area.
6. Vendor is responsible for replacing any broken ceiling tiles.
7. Vendor is responsible for painting areas that are newly exposed, have been marred by the installation process, etc. The Customer will have the final say on what areas need to be painted or re-painted.
8. Any drilling of holes for cabling egress must be "fire-patched" as part of this project.

Fire-Stopping

Vendor will supply the appropriate sleeves for any new penetration of building surfaces for this project.

New penetrations shall be fire-stopped where they penetrate new or existing building construction.

Fire-stopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, sleeves, or cables, required to make up a complete fire-stop.

Vendor shall verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.

Vendor shall select the appropriate type or types of through penetration fire-stop devices or systems appropriate for each type of communications penetration and base each selection on criteria specified herein.

Vendor shall perform all necessary coordination with other trades constructing floors, walls, or other partitions of building construction with respect to size and shape of each opening to be constructed and device or system approved for use in each instance.

Use materials that have no irritating or objectionable odors when fire-stopping is required in existing buildings and areas that are occupied.

Provide damming materials, plates, wires, restricting collars, and devices necessary for proper installation of fire-stopping. Remove combustible installation aids after fire-stopping material has cured.

Sleeves

1. Provide sleeves for new conduit and cable penetrations of building construction if necessary.
2. Use galvanized rigid conduit sleeves for penetrations through exterior masonry/concrete walls and foundations, concrete floor slabs on grade and above grade, and concrete-filled decks.
3. For fire-rated walls, only fire-rated listed assemblies for the type of sleeve being installed through CMU walls or gypsum walls for communications penetrations. Sleeve type shall be galvanized rigid conduit.
4. Secure sleeves firmly in place using filling and patching materials (grout) that match with the adjacent areas.
5. In wall penetrations, cut sleeves flush with wall surface and use metal escutcheon plates in finished interior areas.
6. Seal voids between sleeves and building construction with joint sealants. Make allowances for and coordinate the work with installation of fire-stopping, conduit insulation, and waterproofing, as applicable.

Grounding

1. Grounding shall conform to ANSI/TIA/EIA 607-A – Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code© and manufacturer's grounding requirements as minimum.
2. Vendor shall ground equipment racks, housings, messenger cables and raceways.
3. Connect cabinets, racks, and frames to single-point ground that is connected to the building ground system via #6 AWG (minimum) copper grounding conductor.
4. Any connection to building steel must be annotated on the as-built drawings.
5. Vendor shall ground all points of contact on building steel prior to fastening grounding lugs.

Section III - Technical Specifications

Introduction

These Product and Services Specifications provide the Bidder with the structured cabling requirements for all **Category 6** data/low voltage projects requested by the District in this RFP. The intent of the structured cabling specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, tooling, materials, and miscellaneous mounting hardware and consumables to install a complete structured cabling system.

1. The selected vendor/contractor is responsible for proposing any and all items required for a complete structured cabling system even though it may not be identified in the specifications incorporated herein, drawings and/or Bill of Materials attached with the Bid.
2. The successful Bidder shall meet or exceed all requirements for the cabling system described in this RFP and any Bid attachment documents provided by the District.
3. If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the foregoing written specification shall take precedence.

Background

Clio Area Schools is upgrading network infrastructure as part of a recent sinking fund proposal.

Bidder's Responsibilities

The intent of these structured cabling specifications is to make available to all Bidders a standard specification for cabling installation(s) in all K-12 educational facilities identified in the SOW.

1. The structured cabling specifications identify the minimum performance criteria for the components and sub-systems encompassing a complete structured cabling system that shall accommodate the District's Infrastructure Requirements, section 5.3.0.

2. The product specifications, general design considerations, and installation guidelines are incorporated herein this RFP.
3. Quantities of telecommunications outlets, typical installation details, cable routing and outlet types for the specific educational facilities will be provided by the District.
4. The successful Bidder is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the structured cabling system installed at the District.
5. The foregoing specifications define the cabling system and subsystem components including cable, termination hardware, supporting hardware, and miscellany required to furnish and install a complete cabling infrastructure supporting data and fiber.

Cabling Infrastructure Requirements

Only Category 6 Unshielded Twisted Pair (UTP) cable will be allowed in all horizontal structured cabling systems. The selected vendor/contractor shall adhere to all of the following cabling infrastructure specifications.

Data – Category 6 - This category consists of cables and connecting hardware specified up to 250 MHz. Horizontal cable shall be terminated on a rack mounted 48-port Category 6 patch panel at the approved jack.

1. Install only Certified and verifiable Category 6 24 AWG cable.
2. Vendor will be required to use non-Plenum rated cabling as dictated by the building and location.
3. Install shielded twisted pair Category 6 for externally mounted cameras.
4. Cables (and corresponding patch panel punch down jacks) shall be identified as follows:
 - a. BLUE – Computer
 - b. YELLOW- Projectors
 - c. ORANGE – POE – Access Points
 - d. GREEN – POE-Security Cameras
 - e. PURPLE- POE Phones

Cabling Installation Requirements

The Vendor is expected to install cabling into multiple locations as specified below.

In a typical classroom (areas marked on the map as having 4 drops), we are requiring 4 network drops installed into 3 locations. The 1st location will be cabling for the teacher computer, and a VOIP phone. This will be installed into a 4 port box located nearby the computer. The second location would be a single drop terminating into a single port box in the approximate center of the classroom on the ceiling. The 3rd location would be a single drop terminating into a single port box nearby the projector on the ceiling.

Areas marked on the map as having 3 drops, will be receiving cables in two locations. The 1st location will be cabling for a computer, and a VOIP Phone. A 2 port box should be installed nearby the computer. The 2nd location would be a single drop terminating into a single port box in the approximate center of the room. Box should be located on the ceiling.

Areas marked on the map as having 2 drops, will be receiving cables in one location. The 1st location will be cabling for a computer, and a VOIP Phone. This should be located nearby the computer. Cabling should be mounted into a two port box.

There are some areas on the map marked as only receiving access points. Cabling should be installed to the ceiling grid with a single port box.

The gym in addition to what is specified on the map is receiving 3 additional drops to accommodate a future projector. 1 drop should run from the nearest IDF to the approximate center of the gym, and be attached to the ceiling grid with a 20' service loop. 2 cables should run from the approximate center of the gym, to a 4 port wall plate. These cables should be left with a 20' service loop on the ceiling side.

Surveillance Cabling

The Vendor is expected to install a Category 6 cable from the nearest IDF to each of the camera locations indicated by red dots on the map. Cable should be placed in the approximate location shown on the map, and left with a 20" service loop. Cabling can be left inside of the ceiling grid where applicable.

Other Cabling Requirements

The Vendor is required to install "j-hooks", beam clamps or other approved cabling supports mechanisms at the appropriate distances above the false ceilings to support the cable bundles as they are installed. Vendor should contact the Customer if due to nature of the building construction they are unable to comply with this requirement.

Category 6 Cables

Testing shall conform to ANSI/TIA/EIA-568-B.2-1 standard. Testing shall be accomplished using Level III test unit. Vendor will record the testing of each cable installed. The testing results will be recorded and given to the Customer.

1. If horizontal cable contains bad conductors or outer sheath and/or shielding damage, Vendor will be required to remove and replace the entire cable at no additional costs to the Customer.
2. The District will supply the jumper cables. Vendor should clearly mark and distinguish the "punch downs" or ports by function. Customer wants to be able to quickly differentiate between wireless access point cabling, standard network cabling and surveillance cabling. Vendor will work with the District's IT personnel and Consultant to correctly install the appropriate jumper cabling as follows (The colors listed are preliminary requirements. Actual color designations will be reviewed with winning vendor and changes may be required):
 - a. Belden
 - b. Berk-Tek
 - c. Mohawk
 - d. General Cable
 - e. Panduit
 - f. Corning/Siecor
3. Known manufacturers of structure cabling systems will be used. Acceptable manufacturers are:
 - a. Belden
 - b. Berk-Tek
 - c. Mohawk
 - d. General Cable
 - e. Panduit
 - f. Corning/Siecor

Vendor To Provide All Required Materials

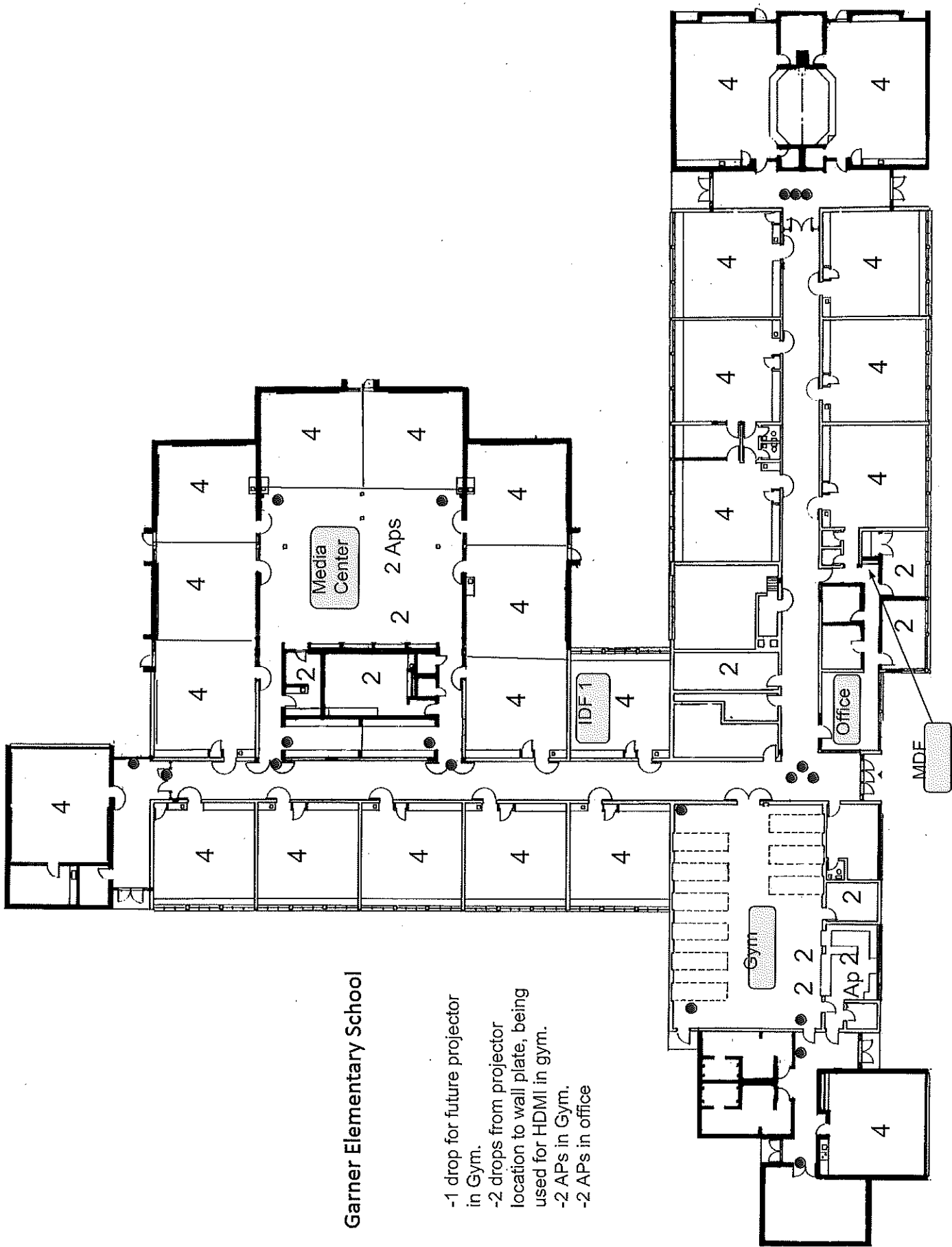
Vendor will provide all equipment, materials, labor and services, not specifically mentioned or shown, which may be necessary to complete or perfect all parts of the installation. Vendor will ensure that they are in compliance with the requirements stated or reasonably inferred by the RFP and other contract documents supplied by Customer.

Alternate 1

Removal of existing network cabling from Garner Elementary. To be completed only after all new cabling has been completed, and certified.

Alternate 2

Cost per drop to add a drop.



Garner Elementary School

- 1 drop for future projector in Gym.
- 2 drops from projector location to wall plate, being used for HDMI in gym.
- 2 APs in Gym.
- 2 APs in office