

## **REQUEST FOR PROPOSALS**

## Network Infrastructure/Structured Cabling Installation

The Hamblen County Department of Education will receive sealed bids for the provision of <a href="Metwork"><u>Network</u></a>
<a href="Infrastructure/Structured Cabling Installation">Infrastructure/Structured Cabling Installation</a> as specified herein. Bids must be received by 8:00 a.m. EST on Monday, <a href="January 25">January 25</a>, <a href="2021">2021</a>. Late bids will not be considered nor returned. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen carrier. If your bid is received after the deadline, it will be automatically disqualified.

RFP Item#
IT21.25.01.1

Network
Infrastructure/Structured
Cabling Installation

Closing Date January 25, 2021 Closing Time 8:00 AM EST

All questions regarding this RFP/Bid **MUST** be submitted via email by the deadline noted in this document. Please reference RFP Item Number in subject line of email. Phone calls will not be accepted. Please submit questions to <a href="mailto:Harold@hcboe.net">Harold@hcboe.net</a> .In the e-mail subject line, use: Questions IT21.25.01.1

#### **DELIVER BIDS TO:**

IT21.25.01.1 – Infrastructure/Structured Cabling Installation
Opening Date: January 25, 2021 – 8:00 AM
Hamblen County Dept. of Education
Technology Department
210 East Morris Blvd.
Morristown, TN 37813

THE BID ENVELOPE MUST SHOW THE BID NUMBER, NAME AND OPENING DATE.

#### SECTION I GENERAL TERMS AND CONDITIONS

#### Additional Information:

1.1 Send requests for additional information to Harold Jones, Supervisor of Technology & Communications, <a href="mailto:Harold@hcboe.net">Harold@hcboe.net</a>. Please reference RFP Item No. in subject line of email. Information about the Hamblen County Department of Education current bids may be obtained on the Internet at <a href="https://www.hcboe.net/bidsandrfps">https://www.hcboe.net/bidsandrfps</a>

## **Remanufactured Equipment:**

1.2 Vendors are advised that remanufactured or refurbished equipment will not be accepted for this bid.

## **Recycling Efforts:**

1.3 Vendors are to state the percentage of product made from recycled materials. Specify the amount of post consumer waste separately from pre-consumer recycled content.

#### **Conflict of Interest:**

1.4 Vendors must have a "non-conflict of interest" affidavit on file prior to contract award.

#### Non-Discrimination:

1.5 Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

## **Processing Time For Payment:**

1.6 Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

#### **Alternative Bids:**

1.7 The Hamblen County Department of Education will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.

## **Multiple Bids:**

1.8 The Hamblen County Department of Education will consider multiple bids that meet specifications.

#### Taxes:

1.9 The Hamblen County Department of Education purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

#### **Delivery:**

1.10 Vendors are to state the delivery time in the bid. Hamblen County Department of Education requires that vendors deliver all products FOB "free on board" to final destination.

### **Bid Acceptance:**

1.11 Vendors shall hold their price firm and subject to acceptance by the Hamblen County Department of Education for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

#### **Electronic Transmission Of Bids:**

1.12 The Hamblen County Department of Education will not accept telegraphic or electronically transmitted bids.

### Award:

1.13 Award will be made based upon the criteria set forth in section III of this bid document. The Hamblen County Department of Education reserves the right to award this bid on an item by item basis, a schedule basis or an "all or none" basis-whichever is in the best interest of the district. The Hamblen County Department of Education also reserves the right to not award this bid or to reject any and all bids.

## **Proof of Financial And Business Capability:**

1.14 Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hamblen County Department of Education will make the final determination as to the bidder's ability.

#### **Vendor Default:**

1.15 The Hamblen County Department of Education reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, the Hamblen County Department of Education reserves the right to remove the vendor from the district's bidders list for twenty-four months.

### **Restrictive or Ambiguous Specifications:**

1.16 It is the responsibility of the prospective bidder to review the entire invitation for bids (IFB) packet and to notify the Hamblen County Department of Education, Department of Instructional Technology if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Technology Department not less than one week (5 days) prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.

## Bid Delivery:

1.17 The Hamblen County Department of Education requires bidders, when hand delivering bids, to deliver said bid to the Hamblen County Dept. of Education, Department of Instructional Technology between the normal business hours of 8:00 am and 4:30 pm, Monday through Friday. The Hamblen County Department of Education is not responsible for delivery times of your carrier. If your bid is received after the deadline, it will be automatically disqualified. Inclement weather is always a possibility and the district office may be closed on bid activity dates. It is the vendor's responsibility to contact the Hamblen County Department of Education at 423-586-7700 to verify that the district office is open. Please note that The Hamblen County Department of Education is closed December 28, 2020, and January 01, 2021.

## **Duplicate Copies:**

1.18 The Hamblen County Department of Education requires that bids be submitted in duplicate.

## **Term Bid Agreements:**

1.19 If this bid results in a term bid contract with the vendor, the Hamblen County Department of Education must receive all general price decreases that other customers receive.

#### Signing Of Bids:

1.20 In order to be considered all bids must be signed. Please sign the original in blue ink.

## **Use Of Bid Forms:**

1.21 Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

## **Waving of Informalities:**

1.22 The Hamblen County Department of Education reserves the right to waive minor informalities or technicalities when it is in the best interest of the Hamblen County Department of Education.

#### **Subcontracting:**

1.23 The successful vendor may not subcontract the award without the written consent of the Hamblen County Department of Education.

## **New Material:**

1.24 Unless specified otherwise in the bid package, the Contractor must

provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.

## **Expense of Bid Preparation:**

The Hamblen County Department of Education or representatives shall 1.25 not be held responsible for expenses incurred in the preparation or subsequent presentations of Contractor's bid response.

## **Cooperative Purchasing:**

1.26 Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

## Title VI Of The Civil Rights Act:

1.27 "Nondiscrimination in Federally Assisted Programs"-"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.

It is the policy of the Hamblen County Department of Education that all its services and activities be administered in conformance with requirements of Title VI.

#### **Envelope Cover:**

Bids and modifications thereof shall be enclosed in sealed envelopes 1.28 addressed to the Hamblen County Department of Education, Technology Department, with the name and address of the bidder, the date and hour of opening, and the bid number "IT21.25.01.1 Network Infrastructure/Structured Cabling Installation" on the face of the envelope. Electronically transmitted, telegraphic or facsimile bids will not be considered. Bids received without the envelope information will not be considered.

#### Late Bids

1.29 Bids and modifications or withdrawals thereof received after the time set for opening will not be considered. The Hamblen County Department of Education is not responsible for delivery times of vendor's chosen delivery carrier. If your bid is received after the deadline, it will be automatically disqualified.

#### **Discounts**

- 1.30 1. Prompt payment discounts will be included in the evaluation of bids, provided the period of the offered discount is sufficient to permit payment within such period in the regular course of business.
  - 2. In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at a point of origin, or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher is received in the Technology Department, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing.

## **Response Submission**

1.31 Responses to this RFP must be submitted in sealed packages and delivered to the Hamblen County Department of Education Technology Department, 210 E Morris Blvd. Morristown,TN, 37813, no later than 8:00 AM EST on January 25, 2021, so that this RFP is in compliance with the Federal Communication

Federal Communication Commission's competitive bidding requirement for Universal Service Fund (USF) support and services. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The HCDOE will reject all late arrivals. The Vendor must submit two (2) copies of the response along with any required supporting documentation. "IT21.25.01.1 Network Infrastructure/Structured Cabling Installation" should be clearly marked on the face of the envelope containing the bid along with the opening date of January 25, 2021-8:00 AM - . Failure to comply with this may cause the bid to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial bids will be allowed. Oral, telephone, faxed or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract in blue ink. Bids made out in pencil will NOT be accepted. Bid must be notarized. Prior to commencement of work, Vendor will name contractee as additional insured for liability purposes.

#### Interpretation and Changes

1.32 The intent of this RFP is to communicate the district's requirements to

any qualified and interested bidder. Our intention is to receive bids for the system services as stated in Section 1 of this RFP. The district may make corrections, or changes to the RFP. If the district makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the customer to mail or deliver any ADDENDUM to all parties who have requested and received the RFP and returned the Notice to Proposers form. ADDENDUMS will be issued as expeditiously as possible (by FAX, if necessary, followed by original documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

#### Addendum

1.33 It will be the responsibility of all respondents to contact the district prior to submitting a response to the RFP to ascertain if any ADDENDUMS have been issued, and to obtain any and all ADDENDUMS, execute them, and return ADDENDUM with the response to the RFP.

#### Questions

1.34 Questions regarding this RFP must be submitted in writing/email.

The Customer must receive questions no later than five
(5) business days before the bid opening or the questions will be considered null and void. Responses to all questions received in proper time frames will be made in writing and posted with the RFP on the distirct Website. Phone calls will not be accepted.

## **Proposal Binding Period**

1.35 Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the district from the vendor. The Vendor must understand that the HCDOE may use e-rate discounts for these services, in which case, within 90 days of submitting the response to the RFP the customer will submit SLD form 471 for funds based upon the pricing submitted by the Vendor. The SLD funding cycle may take as long as 12-18 months.

#### **Omissions**

1.36 Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

## **Financing**

1.37 The district desires to contract using funds made available to the School System through the Federal Communications Commission E-Rate. After notification of award. The Vendor will issue a contract for the services for which The Vendor will be responsible as a result of the RFP. This Contract will show the amount that is the responsibility of the of the local school system under the E-Rate discount. In the contents of the contract will be a Contingency Clause that states that the Contract that is being issued is contingent on the FCC Fund Administrator approving the Contract for Universal Services Funding. This paragraph should include the amount of funds that the FCC Fund Administrator will be required to pay based on the school system's E-Rate percentage. This will constitute a contingency contract between The district and The Vendor. After notification by the Schools and Libraries Corporation (FCC Fund Administrator) of the acceptance of the Universal Services Contract, the contingency will be removed and the Contingency Contract will become a legal and binding contract between The district and The Vendor. This will determine the amount of payment by the school system and the FCC Fund Administrator. Neither party to the contract shall assign the contract or sublet it as a whole without the consent of The district. In return for the implementation of the services used, the district shall pay The Vendor The district's portion of the contract as established by E-Rate in a timely manner. The district also agrees to work jointly and cooperatively with The Vendor in completing any and all paperwork necessary and required for The Vendor to receive payment by the FCC Fund Administrator for the FCC's portion of the contract.

#### Service Length

1.38 The contractual term of this contract will be one (1) years with options to renew up to a total offive (5) years. beginning approximately on award bid date and continue through June 30, 2021.

## Patents and Royalties

1.39 The Vendor, without exception, shall indemnify and hold harmless The district and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The district. If The Vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### Indemnification

1.40 The Vendor shall indemnify and hold harmless The district, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The district, its agents or employees) in connection with the same; or by use of any improper, material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The district, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The district's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The district which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

## Right to Reject

1.41 The district reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Hamblen County Department of Education. The district reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the district is not in a position to adequately perform the contract. The district reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Hamblen County Department of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Hamblen County Department of Education.

#### **Vendor Registration**

1.42 Prior to the opening of this bid, **ALL BIDDERS** must be registered with the

Hamblen County Department of Education, Department of Instructional Technology with the form attached to this RFP/Bid document. Registration form is only good for THIS RFP/BID. Please fax the application to (423) 585-3783 or by e-mail at ForteB@hcboe.net at least 5 days prior to the bid opening. Do not send this form with the bid. Please see last pages of bid for the vendor registration form.

## **Possession of Weapons**

1.43 All vendors and their employees and their agents are prohibited from possessing any weapons on the Hamblen County Department of Education property without prior written consent from the Hamblen County Department of Education. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

THESE TERMS AND CONDITIONS SHALL BE PART OF THE CONTRACT.
HAMBLEN COUNTY DEPARTMENT OF EDUCATION RESERVES THE RIGHT
TO NEGOTIATE OTHER TERMS AND CONDITIONS IT DEEMS
APPROPRIATE AND NECESSARY UNDER THE CIRCUMSTANCES TO
PROTECT THE PUBLIC TRUST.

#### **Incorporation:**

2.1 All specifications, drawings, technical information, invitation to bid, bid award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

#### **Alterations or Amendments:**

2.2 No alterations, amendments, changes, modifications or additions to this Contract shall be binding on the Hamblen County Department of Education without the prior written approval of the Hamblen County Department of Education.

### **Assignment:**

2.3 Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of the Hamblen County Department of Education.

## Warranty:

2.4 Contractor warrants to the Hamblen County Department of Education that all items delivered and all services rendered shall conform to the specifications, drawings, bid, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to the Hamblen County Department of Education all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the district. Return of merchandise not meeting warranties shall be at contractor's expense.

#### Remedies:

2.5 The Hamblen County Department of Education shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of setoff, refund, incidental, consequential and compensatory damages, and reasonable attorneys fees.

## **Inspection And Acceptance:**

2.6 Warranty periods shall not commence until the Hamblen County Department of Education inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the Hamblen County Department of Education. The Hamblen County Department of Education reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

#### **Order of Precedence:**

2.7 In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

## Severability:

2.8 If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

#### Governing Law:

2.9 This Contract shall be governed by the laws of the State of Tennessee,

and all obligations of the parties are performable in Hamblen County, Tennessee. The Chancery Court and/or the Circuit Court of Hamblen County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

#### Default:

2.10 If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, the Hamblen County Department of Education may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The Hamblen County Department of Education expressly retains all its and remedies provided by law in case of such breach, and no action by the Hamblen County Department of Education shall constitute a waiver of any such rights or remedies. In the event of termination for default, the Hamblen County Department of Education reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

#### Termination:

2.11 The district may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

#### **Appropriation:**

2.12 In the event no funds are appropriated by the Hamblen County Department of Education for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

## **Compliance With All Laws:**

2.13 Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

#### Indemnification/Hold Harmless:

2.14 Contractor shall indemnify, defend, save and hold harmless the Hamblen County Department of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of,

arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

## Right to Inspect

2.15 The Hamblen County Department of Education reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

#### **Books and Records**

2.16 Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by the district or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

#### **Child Labor**

2.17 Contractor agrees that no products will be provided or used under this contract which have been manufactured or assembled by child labor.

#### SECTION III SPECIAL TERMS AND CONDITIONS

#### Intent:

3.1 The intent of these specifications is to convey to prospective bidders the type of computer equipment requested by the Hamblen County Department of Education. Hamblen County Department of Education requests that prospective bidders price the items in SECTION IV as well as state a percentage of mark-up or discount on non-specified items.

#### Term:

3.2 The contract will be for One (1) year beginning approximately on award bid date and continue through June 30, 2022.

Upon mutual consent of both parties, the agreement may be renewed for

four (4) additional one (1) year periods, for a total term of five (5) years.

#### **Escalation Provision:**

3.3 The responder warrants that the unit price stated herein shall remain firm for a period of not less than one (1) calendar year from the first day of the contract period. If the responder's unit price is increased after one (1) calendar year, the contract unit price may be increased upon approval of the responder's written request to the Purchasing Agent.

Such a request shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; (3) the amount of the change requested with documentation to support requested adjustment (i.e., appropriate bureau of labor statistics, change in manufacturer's price, etc.). Such price adjustment shall be by the same percentage as documented.

#### **Bid Modification:**

3.4 This bid may be modified accordingly provided that:

The aggregate of the increase in the contract unit price made under this clause shall not exceed a total of seven percent (7%) of the original contract unit price. If this contract is renewed, the percentage increase shall not exceed seven percent (7%) per contract period on the prices prevailing at the time of renewal;

The increased contract unit price may be effective after one (1) calendar year provided that the responder submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

The increased contract unit price shall not apply to orders received by the vendor prior to the effective date of the increased contract unit price. Orders placed, via county purchase order, shall be considered to have been received by the responder after the fifth (5th) calendar day following the date of signature by the Purchasing Agent or his authorized representative;

Within thirty (30) calendar days after receipt of a responder's written request, the HCDOE Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

## **Quantity Purchase:**

3.5 Vendor should make additional discounts available to the Hamblen County Department of Education for quantity purchases.

#### **Termination:**

3.6 Should the responders fail to meet the Requirements of this contract, The Hamblen County Department of Education may terminate the Contract upon a thirty (30) day written notice.

#### **Evaluation:**

3.7 Evaluation will be made on the following Criteria:
In keeping with the guidelines of USAC, this contract will be awarded to the most cost effective provider who submits a complete and accurate submittal that meets the stated requirements. Prices of eligible services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include, but are not limited to transition, prior experience, including past performance, personnel qualifications, including technical excellence; management capability, including schedule compliance; cost of ineligible products and services; and flexibility of services. The Hamblen County Department of Education does not guarantee award of a contract and reserves the right to reject all bids.

1	Total Price	35 Points
2	Percentage of Overall	20
	Price that <b>IS</b> E-Rate	Points
	Eligible	
3	Prior Experience with K-	15
	12	Points
4	Adequacy/Compliance	5
	with Bid Specifications	Points
5	Vendor Capabilities:	15 Points
	Demonstrated ability of	
	vendor to provide	
	services (including	
	references), reputation of	
	vendor, vendor's past	
	relationship with district if	
	applicable	
6	Percentage of Overall	10 Points
	Price that is <b>NOT</b> E-Rate	
	Eligible	

#### Response:

3.8 Vendors shall bid in the following manner:

Provide, with their bid, a copy of the most recent vendor pricelist.

State the percentage of mark-up or discount from the aforementioned price list to Hamblen County Department of Education.

Vendors shall submit their responses with the products, F.O.B. destination to Hamblen County Department of Education, Department of Instructional Technology, 210 East Morris Blvd., Morristown, TN 37813.

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

#### Quantities:

3.9 The Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. However, it is to be noted that the Hamblen County Department of Education expended approximately one hundred thousand (\$100,000.00) dollars during the previous fiscal year. Depending on funding under e-rate applications a significant increase in this amount is possible, but not guaranteed, during the term of the contract.

## Warranty:

3.10 All products shall be, as a minimum, warranted for three years on parts & labor.

Responders shall specify variations in length and conditions in section V.

Vendors shall serve as liaison and/or service provider during the term of warranty.

#### SECTION IV VENDOR RESPONSE:

RFP IT21.25.01.1

4.0 Products/Services to be most commonly purchased (Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.):

## **Systimax System Requirement or Equal**

The services offered and quoted, shall incorporate all features and facilities by CommScope Technologies for a Systimax Structured Cabling System since these are the products purchased by the district. The RFP/Bid submitted shall be for installation only. The vendor will be a Systimax certified installer or equivalent and have the ability to provide the same warranty as a Systimax certified installer if quoting an equivalent service.

## Subsystems Included

The proposed Systimax Structured Cabling Systems shall consist of any or all of the following subsystem materials:

Work Area Subsystem Horizontal Subsystem Administration Subsystem Backbone Subsystem Equipment Subsystem Campus Subsystem

The Hamblen County Department of Education is seeking proposals from firms qualified and experienced in providing comprehensive structured network cabling services including the following general categories of service:

The Scope of Work for this Contract includes the following:

**Structured Cabling** - Turn-key installations of structured cabling systems for voice, data, and security per applicable standards, codes and specifications. New installations may range from small (less than 20 drops) to large (hundreds of drops). Installations may include cable pathway installations (trays, conduits, J-supports, etc.), cable pulls, cable terminations, installation of racks and cabinets, grounding and bonding, labeling, all other components specified in each scope of

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work issued under the Contract, review and validation of system design, and certification testing and delivery of as-built documentation and test results.

Campus Backbone Structured Cabling – Some new installations may include inter-campus cabling between buildings. Campus cabling installations may include trenching for buried conduits, innerducts, aerial installations, installation of buried conduits, buried vaults and/or pull points and other underground structures, building entrance wall penetrations and cabling enclosures, installation of fiber optic and copper multi-pair campus backbone cables, cable pulls, cable terminations, installation of racks and cabinets, grounding and bonding, labeling, all other components specified in each scope of work issued under the Contract, and certification testing and delivery of as-built documentation and test results. Campus backbone site work may require review and approval by professional engineers and may require permits.

**Moves, Adds & Changes (Maintenance)** – Maintenance Scope of Work include moves, adds and changes to existing structured cable systems. Maintenance work may require the same types of deliverables as described above for new installations.

**PA system cabling** – Installation and repair of new and existing cabling and equipment for IP based PA systems (including exterior horns and sirens).

Access Control / Security Camera cabling - Installation and repair of new and existing cabling and equipment for IP based systems.

**Cable Demolition/Removal** – Cable demolition scope of work may include inspection and reporting on existing abandoned cables, identification and tagging of existing cables for demolition and/or preservation, removal and disposal of cables identified for demolition, and reporting on work results.

**Network Closet Installation / Reconfiguration / Removal** – Miscellaneous tasks for modification of network closets (e.g., rack installation, rearrangement of patch panels and equipment), and removal / recovery of campus network equipment.

**Audio-Video** – Installation of Audio-Video infrastructure cabling including structured cabling systems to support audio-video presentations in training rooms, conference rooms and other multi-media spaces. Installation may include cable pathway hardware, cable pulls and terminations, grounding and bonding, labeling, all other components specified in each scope of work issued under the Contract, testing and delivery of as-built documentation and test results. Audio Video will not include the purchase of any Audio-Video hardware, however will include the installation of Hamblen County Department of Education purchased

and provided items such as external speakers, horns, displays, ringers, paging controllers, amplifiers, telephone system interface etc.

## Hamblen County Department of Education's Responsibilities

The Hamblen County Department of Education will be responsible for the following:

Provide Necessary Documentation – Hamblen County Department of Education will provide necessary documentation and specifications such as telecommunications drawings, specifications documents and any other drawings or documents applicable to each scope of work issued under the Contract to allow the Vendor to adequately estimate, quote and install the job.

Single Point of Contact – Hamblen County Department of Education will provide a single point of contact person for each issued scope of work.

Approve Project Schedules – Hamblen County Department of Education will recommend and approve the Vendor's submitted schedule milestones and deliverables.

Walk-Throughs – Hamblen County Department of Education will conduct walk-through inspections with the Vendor prior to Quotation for each scope of work if necessary.

Coordinate Meetings – Hamblen County Department of Education will coordinate construction meetings and planning meetings (if required) between HCDOE, General Contractors, Vendor and others. Typical only for new construction or renovations.

Guidance for Compliance with Hamblen County Department of Education processes and procedures.

## **Vendor's Responsibilities**

The Vendor shall be responsible for the following:

1. The Vendor shall be responsible for completion of all work performed to the standards and specifications as outlined in the RFP and directed by Hamblen County Department of Education.

- 2. As-Built Documents Vendor shall be responsible for delivery of all as-built documents for the installed system and its components. These documents shall include, at a minimum, as-built floor plans noting the locations and labeled identifiers for installed components, applicable materials, Warranties and workmanship Warranties, and installed cable test result reports. The vendor will be responsible for updating existing documents provided by Hamblen County Department of Education (for current sites). The supplier shall grant the Hamblen County Department of Education the authorization to reproduce any provided documents for internal use.
- 3. Cable Testing Vendor shall be responsible for conducting cable certification testing of installed cables per project specifications for each Scope of work. Testing must be successfully performed before the Hamblen County Department of Education approves the final sign-off for the acceptance of the system.
- 4. Job Safety Vendor shall be responsible for coordinating safety training for all personnel involved in performing work for each scope of work. Vendor is wholly and ultimately responsible for ensuring the safety of all Vendor's personnel, subcontracted or otherwise. Vendor shall provide to Hamblen County Department of Education a complete accident report of any serious job injury occurring to Vendor's employee or Vendor's sub- contracted employee within 24 hours of the occurrence. Vendor shall comply with OSHA safety requirements.
- 5. Environmental Safety Vendor shall be responsible for compliance with all Hamblen County Department of Education processes and procedures for environmental safety and hazardous materials safety.
- 6. Quotations and Turnaround Times Vendor shall be responsible for delivery of complete quotations based on each scope of work and project documentation. Due dates for quotations for Moves, Adds and Changes shall be provided within 5 business days of walkthrough. Commencement and completion of work will be negotiated for each scope of work based upon approval from the Hamblen County Department of Education. Quotations for Project Scopes of Work less than 20K, shall be provided within 7 business days of walkthrough, unless mutually decided otherwise due to an emergent issue for the Hamblen County Department of Education. Quotations for Project Scopes of Work over 20K due 10 business days, unless mutually decided otherwise due to an emergent issue for the Hamblen County Department of Education not to exceed 15 business days. Vendor shall notify Hamblen County Department of Education contact immediately if there are any discrepancies or confusion related to the Scope of Work in order to not impact the Scope of Work due date. Price quotations provided by Vendor shall be all-inclusive and shall represent all components needed for complete installation of each issued scope of work. The Vendor shall be responsible for providing all parts, labor, tools, supporting hardware, safety

equipment and any other associated apparatus and effort necessary to completely install, test and deliver to the Hamblen County Department of Education each system specified in issued scope of work documents. It is the responsibility of the Vendor to inform the Hamblen County Department of Education prior to Quotation of discrepancies or errors in issued scope of work that may result in incomplete, incorrect or insufficient materials or labor required to complete the scope of work. In case of failure by Vendor to notify the Hamblen County Department of Education of such deficiencies, the materials and/or labor required to satisfy acceptance of the scope of work are to be supplied by the Vendor without claim for additional payment.

- 7. Site Surveys/Walk-Throughs Site surveys and walk-throughs of job sites shall be included for each scope of work issued under the Contract at no additional cost to the Hamblen County Department of Education. Walkthroughs for project work will be scheduled as needed.
- 8. Trash Removal Vendor is responsible for trash removal from jobsite, disposal and/or recycle of all packing materials, debris and trash created by Vendor.
- 9. Progress Reports Vendor shall provide weekly progress reports to Hamblen County Department of Education for Scopes of Work with durations of longer than one week.
- 10. Storage of Materials Vendor shall unload and store vendor supplied materials at the job site in locations designated by Hamblen County Department of Education if applicable. If there is not space at the jobsite to store materials, Vendor shall be responsible for storage of job materials. Vendor shall be responsible for storage and safe-keeping of job materials during the job, and for preventing theft of Vendor's equipment and supplies. Deliveries of materials to the job site must be coordinated with Hamblen County Department of Education. Vendor is responsible for removing all pallets.
- 11. Visual Identification For the Vendor's protection, all Vendor employees and sub-contracted personnel must wear some form of clothing (shirts, jackets, caps, etc.) bearing the Vendor's logo or trade name while working at the job site. Vendor staff shall also wear their Hamblen County Department of Education issued Vendor badge at all times.
- 12. Cabling cable manufacturer Certified Warranty The Vendor shall submit and meet all cable manufacturer System Warranty requirements as specified by Cabling cable manufacturer for each Scope of Work completed. If any Cabling cable manufacturer System Warranty work is sub-contracted it shall be to a Cabling cable manufacturer Certified Installation Company.

- 13. Materials/Services Invoices Vendor shall supply copies of Vendor's invoices from Vendor's suppliers for materials and services to the Hamblen County Department of Education if requested.
- 14. Project Progress Meetings- If required, Vendor shall attend construction meetings and planning meetings between Hamblen County Department of Education, General Contractors, and others, as required
- 15. Normal Working Hours-Vendor shall be available for work Mondays through Fridays from 8:00AM to 5:00PM, or a mutually agreed upon work schedule depending on the needs of the school system. The Vendor shall not receive overtime labor fees for work performed during these agreed upon normal working hours.
- Criminal Background Investigations All work performed in Hamblen County Department of Education facilities requires Vendor's personnel and subcontracted personnel to be subjected to a Criminal Background Investigation and be cleared before going on any Hamblen County Department of Education jobsite. Vendor shall be responsible for all costs related to the Criminal Background Investigation. Criminal Background Investigation status of Vendor's personnel is subject to review at any time by the Hamblen County Department of Education. Upon termination of any Criminal Background Investigation cleared staff, vendor shall immediately notify Hamblen County Department of Education contact to terminate card access.
- 17. The contractor will be required to make pre-installation site visits in preparation for installation and may be required to assist in adjusting equipment in the racks to facilitate the placement of new equipment.
- 18. Contractor will be responsible for checking accuracy of parts required at each campus as part of the preliminary site visits and must notify Hamblen County Department of Education project manager of any discrepancies.
- 19. Contractor must verify placement of new cabling components during preliminary site visits.
- 21. The contractor must minimize and coordinate downtime of the existing network equipment when performing this work.
- 22. Contractor must have a set of test equipment for testing copper links. This test equipment must be onsite with each installation crew.
- 23. Contractor must remove any old cabling as instructed by Hamblen County Department of Education.

- 24. The contractor must label all cables in accordance with Hamblen County Department of Education cabling standards.
- 25. The contractor may be required to take digital photos of all installed cabling patch panels at completion of installation.
- 26. The day after each installation is completed, the contractor must have staff available to return to the site for any problem resolution.
- 27. Contractor must also be prepared to make revisits to campuses to investigate possible issues at no extra charge to Hamblen County Department of Education.
- 28. Contractor must provide 1 comprehensive invoice for each campus / project that includes all charges (equipment, labor, etc.). This invoice must be itemized and must match the format of the PO submitted to the contractor by Hamblen County Department of Education. The invoice must be submitted within 1 month of the completion of the work on a campus.
- 29. All vendor provided components (if necessary) ordered must be new from the manufacturer.
- 30. If necessary, the contractor will be required to obtain equipment and supplies through distribution channels to meet the Hamblen County Department of Education implementation schedule or to complete installations if additional items are needed on short notice.
- 31. The contractor will be required to expedite deliveries (at no cost to Hamblen County Department of Education), if necessary to maintain the work schedule.
- 32. If a cabling run fails after installation, the contractor must handle the repair of this component at no additional charge and on an expedited basis.
- 33. The Contractor must provide verification that the manufacturer warranty is in effect and all installed cabling is under coverage for each scope of work.
- 34. The Contractor must inspect all installations to ensure that all local, state, federal, and Hamblen County Department of Education installation standards are met.
- 35. Any additional components and installations required will be done at the same unit costs as the original quote with no additional charges for change order processing.

### Acceptance of Work

- 1. The Hamblen County Department of Education will make payments for each issued scope of work upon final acceptance of the work results. The Hamblen County Department of Education may agree to issue progress payments to the Vendor based on agreed project milestones for a larger Scope of Work.
- 2. Final acceptance of work is defined as follows:
  - a. Cables are installed, terminated and tested per specifications, and found to be defect-free.
  - b. Work performed by Vendor is inspected by the Hamblen County Department of Education and found to satisfy the requirements of each scope of work.
  - c. Vendor has delivered to Hamblen County Department of Education the as-built documentation for the installation, cable testing, materials/services invoicing, and cable manufacturer's warranty documentation.
  - d. Hamblen County Department of Education and Vendor will conduct a final walk-through of each project, noting deficiencies and/or errors in installation or workmanship, creating a punch list of items to be corrected. Work will be accepted upon completion of remediation of all punch list items.

#### Warranties

- 1. Applicable warranties for materials and/or workmanship for each scope of work must be delivered to Hamblen County Department of Education, along with any associated manufacturer's warranties. In addition, materials and workmanship provided to Hamblen County Department of Education for each scope of work must be warranted by the Vendor for a period of ten (10) years following final acceptance of each scope of work, even if cable manufacturer's materials warranties are of shorter duration.
- 2. Defects found to be caused by faulty materials or workmanship shall be corrected by the Vendor at no cost to Hamblen County Department of Education. An example of faulty workmanship is an incorrectly wired jack, or a cable that was damaged due to excessive pulling force or inadequate support.
- 3. The period of Vendor's warranties for any items herein are not exclusive remedies, and the Hamblen County Department of Education has recourse to

any warranties of additional scope transmitted by the Vendor to the Hamblen County Department of Education and all other remedies available at law or in equity.

## Minimum Functional Requirements

Listed below are detailed minimum functional requirements of the Hamblen County Department of Education for this Scope of Work.

## 1. Structured Cabling

- a. The Hamblen County Department of Education requires that all newly installed structured cable systems permanent links (horizontal crossconnect to telecommunications outlet) consist of components from the same cable manufacturer's structured cabling solution. The same permanent link components shall be used throughout the entire scope of work.
- b. Components used for additions and other work done at an existing site must match cable and components from the same manufacturer that has been implemented previously at the site.
- c.The Hamblen County Department of Education requires that technical personnel working on cable pulling, termination and testing hold appropriate certifications from the warranty provider, and cable manufacturer.
- d. The Hamblen County Department of Education requires that new structured cable installations adhere to applicable codes and standards, including the following:
  - 1. TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard
  - 2. TIA/EIA-568-B.1 General Requirements
  - 3. TIA/EIA-568-B.2 Balanced Twisted Pair Cabling Components
  - 4. TIA/EIA-568-B.3 Optical Fiber Cabling Components Standard
  - 5. TIA/EIA 942 Telecommunications Infrastructure for Data Centers
  - 6. TIA/EIA-569-A Commercial Building Standard for Telecom Pathways and Spaces
- e. TIA/EIA-606-A Administration Standard for the Telecommunications Infrastructure of Commercial Buildings

- f. The Hamblen County Department of Education may, on occasion, require installation of structured cable systems in new construction projects, requiring coordination with General Contractors, construction sub-contractors and owners.
- g. The Hamblen County Department of Education requires as-built documents for every new and modified structured cable system installation. Minimum requirements for as-built documents include annotated floor plans, applicable materials and workmanship warranty documents, and cable test result reports.
- h. The Hamblen County Department of Education requires that new installations of structured cable systems are "turn-key" installations. In some cases, that may include ancillary services such as slab coring, tile cuts and cores, installation of grounding sub-systems, installation of conduits and turning boxes and/or other atypical installation services.
- i. The Hamblen County Department of Education requires that all newly installed permanent links be certification tested (for Category rated copper and fiber optics) or performance tested (for coaxial and other special-purpose cables). Certification test results must be delivered to The HCDOE in electronic format as a spreadsheet or delimited text files.
- j.The Hamblen County Department of Education requires the Vendor to accurately estimate the costs of labor and materials for each issued scope of work. The HCDOE will not be responsible for cost over-runs unless such extra costs are the result of approved change requests on behalf of HCDOE.

#### 2. Campus Backbone Structured Cabling

- a. On multi-building campuses, The Hamblen County Department of Education may require inter-building cabling backbone installation, either trenched and buried or aerial. Trenched/buried installation may require the installation of manholes, cable vaults, pull points, etc. and may require street cuts, boring and other site work necessary to complete the designed pathway.
- 3. Moves, Adds & Changes (Maintenance)
  - a. Frequently, the Hamblen County Department of Education requires Moves, Adds and Changes of existing cable systems. During some

periods of high activity (e.g., summer renovations), Moves, Adds, and Change work may range in scope from small (i.e. less than 10 moves, adds or changes) to large (i.e. relocation or re-arrangement of an entire building floor).

## 4. PA system cabling

- a. Installation and repair of new and existing cabling and equipment for IP based PA systems will be required on an ongoing basis.
- b. The Vendor's staff must have the necessary skills and qualifications required to install and test external speakers, horns, displays, ringers, paging controllers, amplifiers, telephone system interface etc.

## 5. Access Control / Security Camera cabling

a. Installation and repair of new and existing cabling and equipment for IP based systems.

#### 6. Cable Demolition/Removal

- a. Disposal services for both large and small-scale projects may be requested.
- b. To avoid accidental damage or demolition of the wrong cables, The Hamblen County Department of Education requires an inspection of existing cables to identify those to be removed vs. those to remain.
- c. It is the Hamblen County Department of Education's desire to support the concept of ecological responsibility whenever possible. Therefore, materials shall be removed from facilities following cable demolition/removal and be recycled if possible.
- d. The Hamblen County Department of Education requires that cable demolition/removal be accomplished using tools, supplies, vehicles, etc. supplied wholly by the Vendor.

## 7. Network Closet Installation / Reconfiguration / Removal

 Miscellaneous tasks for modification of network closets (e.g., rack installation, rearrangement of patch panels and equipment), and removal of campus network equipment may be required.

## 8. Audio-Video

a. The Hamblen County Department of Education requires that audiovideo cable terminations and connections be made by technicians qualified to perform such work.

## **Contractor Capabilities**

- 1. The contractor must have an established cabling business with at least 3 years of history.
- 2. The contractor must be certified as a major manufacturer's structured cabling partner (e.g., Commscope/Systimax or equivalent).
- Contractor must provide verification of manufacturer's certification (e.g., Commscope/Systimax, or equivalent) for all new cabling and verify that all products are under coverage.
- 4. Consideration will be given to the partner certification level that the bidder holds with the product manufacturer that is being offered. The bidder should verify this status in the bid response. Bidders that have attained an equivalent of a Gold or Platinum certification level are preferred.
- 5. The contractor must have staff located in the school district's area in order to satisfy requirements for availability for warranty work.
- 6. The contractor must specifically state any plans to bring staff from outside the area to meet the staffing requirements, and to specifically address staff availability for support of this contract.
- 7. Hamblen County Department of Education must pre-approve any subcontractor to be used on this project.
- 8. The contractor must submit a detailed staffing resource plan to demonstrate that adequate resources are committed to this contract.
- The allocated staffing must be adequate to complete installations within the time schedule requested by Hamblen County Department of Education for each scope of work.
- 10. The contractor must agree to add additional staffing to the project if it falls behind schedule.

- 11. All contractor staff working at an Hamblen County Department of Education facility must have company identification and wear Hamblen County Department of Education badges at all time, if required at the individual site.
- 12. All contractor staff must dress according to professional standards and conduct themselves in a professional manner while on Hamblen County Department of Education property.
- 13. Contractor must provide 3 references for projects of a similar scale and scope (large scale cabling projects at multiple sites). Educational environments are the preferred references.
- 14. Contractor must provide a dedicated project manager to oversee all the contractor's activities, and to serve as the single point of contact to Hamblen County Department of Education personnel and the project consultant.
  - a. The project manager will be responsible for coordination of all activities of contractor's staff.
  - b. The project manager will be expected to provide Hamblen County Department of Education with documentation of a detailed, clearly defined work schedule for each campus.
  - c. The project manager will be expected to provide daily and weekly reports of progress on the project if necessary. These reports must be complete, detailed, and accurate.
- 15. Contractor must closely supervise work on each campus and must complete inspection of work within 2 days of completion of a campus.
- 16. Contractor will be responsible for any failure of the new wiring until the entire project is complete. If a cabling run fails after installation, the contractor must repair the cabling at no charge.
- 17. Any additional cabling runs required will be done at the same unit costs as the original quote with no additional charges for change order processing.
- 18. The contractor must label all cables in accordance with Hamblen County Department of Education cabling standards.

- 19. Each patch panel must be installed with all inserts included and installed.
- 20. Contractor must test all cabling and provide test documentation to Hamblen County Department of Education.
- 21. Contractor must be prepared to make revisits to campuses to investigate possible cabling issues at no extra charge to Hamblen County Department of Education.
- 22. The contractor must have the capability to manage and install conduit runs in areas of the campuses that require it.
- 23. No cable runs can exceed the BICSI specifications (100m copper).
- 24. The contractor must provide documentation as specified by the Hamblen County Department of Education project manager. This will include updating existing documentation provided by Hamblen County Department of Education.
- 25. Contractor will be responsible for communicating all requirements to any subcontractor and for all work done by subcontractor.
- 4.2 Percentage of "discount off" from current Price List on catalog items not listed on these pages.

#### SECTION V VENDORS INFORMATION AND PRICING

#### Schedule of Events

5.1 The following is the required schedule of events for this project. The schedule may change the results of the responses and a final schedule will be established prior to contracting with

Event	Date
1 . Release of RFP to Bidders	December 27, 2020
2. Mandatory Bidder's Conference at D.O.E.	N/A
Deadline for Proposal Submission	January 25, 2021
4. Evaluation of Responses	Beginning January 25, 2021 until completed
5. Contract Award	To be determined

6. Installation Starts	To be determined after receipt of order
7. Installation Completed	To be determined

## SECTION VI MAINTENANCE, SUPPORT SERVICES, AND TRAINING

## **Training**

6.1 If any training on any installed equipment is required, Vendor shall provide a minimum of one day's training at no cost to The district. Vendor must provide a per day quote for additional days of training.

#### SECTION VII VENDOR QUALIFICATIONS

#### **Omissions:**

7.1 Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

## Vendor Registration and Compliance with The Schools and Libraries Corporation:

7.2 The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) a division of the Federal Communications Commission (FCC), for reimbursement under E-Rate guidelines and maintain a Green Light status with the FCC. If The Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number or fails to remain in good standing with FCC, the Hamblen County Department of Education is not responsible for the discounted portion of The Vendor's bill. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. Vendor is responsible for supplying SLD SPIN number with RFP.

#### **Price Quotations:**

7.3 Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work.

#### References:

In the event E-Rate funding is not approved by the SLD any/all contracts or agreements shall be null and void.

RFP IT21.25.01.1

#### SECTION VIII RESPONSE TO BID

## Warranty:

8.1 Vendor must provide confirmation of the Support Warranty. Vendor may state any additional vendor-supplied warranty.

## Spin Number:

8.2 Contractor must provide valid Service Provider Identification Number (SPIN) issued from the Schools and Libraries Division of the Universal Services Administrative Company.

## SECTION IX ADDITIONAL TERMS, CONDITIONS AND AWARD CRITERIA

#### Quantities:

9.1 The Hamblen County Department of Education does not guarantee any quantities during the term of this agreement. Much of the funding used for product procurement is sought through building projects and E-Rate funding. Consequently, the utilization of the contract may vary significantly from fiscal year to fiscal year. The successful vendor is not guaranteed a specific amount of sales during the contract period.

## **Multiple Vendors:**

9.2 The Hamblen County Department of Education reserves the right to select multiple vendors for this term bid to insure that appropriate resources will be available in the event of multiple, simultaneous large projects or the cessation of business by one or more of the vendors.

Vendor Name		
SPIN Number (FCC Vendor Number/Identifier)		
Vendor Address		<del>-</del>
Telephone # (	FAX # ()	
Toll Free # ()	E-mail	·····
Contact Person		
Authorizing Signature		
HCDOE Business License Number (If Applicable	e)	
(Contractors: PLEASE ENCLOSE A COPY OF LICENSE WITH BID)		
State of TN Sales Tax Number (If Applicable)		
I acknowledge the receipt of:		
Addenda 1 ∘Yes ∘ No		
Addenda 2 ∘Yes ∘ No		
Addenda 3 ∘Yes ∘ No		
Please list all warranty information concern	ning length and coverage	e below:
Guaranteed days till delivery after receipt of ord	er	Days
Percentage of Mark-Up or Discount (Vendors shall	bid one or the other)	% Mark-Up
		% Discount



### Bid Response Form -Network Infrastructure/Structured Cabling Installation Page 1 of 10

Pricing for these services and products must be provided in the Bid Response Form provided with this RFP. The vendor's bid may include additional quote pages in the vendor's preferred format. However, all pricing must be entered in the Bid Response Form, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration.

TO: The Hamblen County Department of Education, Morristown, Tennessee,
VENDOR:
Name of Firm
Mailing Address
City, State, Zip Code
Representative's Name (Type or Print):
*Authorized Signature:
Date:
Email:
SPIN Number:
Operating as an individual corporation organization and existing under the laws
of Tennessee, or a Partnership, or a joint venture consisting of,

<sup>\*</sup>Signature certifies the proposed solution and services meet all requirements outlined in this document and the vendor will comply with all specified requirements unless exceptions are noted below.



## **Bid Response Form - Network Infrastructure/Structured Cabling Installation**

## Page 2 of 10

## EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS

(Attach additional pages if needed)
Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted.

Check one of the following responses to the General Terms and Conditions:  We take no exceptions/deviations to the general terms and conditions (Note: If none are listed to it is understood that no exceptions/deviations are taken.)  We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms conditions that you are taking exceptions/deviations to. Clearly state if you are adding addition terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below: (Note: Unacceptable exceptions shall remove your proposal from consideration for award. The Hamblen County Department of Education shall be the sole judy the acceptance of exceptions/deviations and the decision shall be final.)	s and onal om



# Bid Response Form – Network Infrastructure/Structured Cabling Installation Page 3 of 10

Pricing for these services and products **MUST be provided in the Bid Response Form provided with this RFP**. The vendor's bid may include additional quote pages in the vendor's preferred format. However, **all pricing must be entered in the Bid Response Form**, as a minimum, to enable the district to compare pricing from all vendors using the Bid Response Forms. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. Failure to provide the information requested in this RFP in the requested format is reason for rejection, without consideration. Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality and feature standards and does not exclude bids from others as long as quality and feature standards are met.

## Use the following time conversions in estimates

30 minutes = .5

15 minutes = .25

10 minutes = .167

5 minutes = .0834

1 minute = .0167

	Time Estimate for Installation of Item	Price Per Hour	Total Price	Percent E- Rate Eligible
Wiring Installations				
Network Wire Installation & Labeling		\$	\$	%
Fiber Installation		\$	\$	%
Wiring Terminations				
Jack termination		\$	\$	%
Fiber Termination		\$	\$	%
Wiring Installations (Other Materials)				
Conduit Sleeve Installation		\$	\$	%
Innerduct Installation		\$	\$	%
J Hook Installation		\$	\$	%

Cable Tray Installation	\$	\$ %
Raceway Installation	\$	\$ %
Data Closet Installations (other than wiring)		
Wiring Cabinet Installation	\$	\$ %
Patch Panel Installation	\$	\$ %
Wiring Shelf Installation	\$	\$ %
Fiber Panel Installation	\$	\$ %
Wiring Testing Services		
Copper Data Cable Testing	\$	\$ %
Fiber Data Cable Testing	\$	\$ %
Video Surveillance Services		
Camera Mount and Camera Mounting	\$	\$ 0 %
Camera Cleaning	\$	\$ 0 %
Lightning protection install	\$	\$ 0 %
Removal of old camera	\$	\$ 0 %
Removal Services/Relocation Services		
Removal of Existing Cabinet	\$	\$ %
Removal of Existing Cabling	\$	\$ %
Network Cabinet Reconfigure/Relocate	\$	\$ %
	TOTAL PRICE	\$



## Notarized Bid Compliance Form - Network Infrastructure/Structured Cabling Installation

Having carefully examined the invitation to bid documents prepared by the Hamblen County Department of Education entitled IT21.25.01.1 Network Infrastructure/Structured Cabling Installation and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total contract price shown and under the terms of the attached contract. It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products. In submitting this proposal, it is understood that the right is reserved by the district to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening there of.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to Bid, the undersigned proposes to furnish all items for a total sum of:

Signature:	
Title:	
Date:	
THIS BID MUST BE NOTARIZED S	Sworn and subscribed before me this
day of	20
Notary Public	<del></del>
My commission expires:	



## NON -COLLUSION INDEPENDENT PRICE DETERMINATION NON-DISCRIMINATION AFFIDAVIT

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME	
ADDRESS	
AUTHORIZED SIGNATURE	
PRINT NAME HERE	
DATE	
Please indicate which of the following apply to your company:  African Owned  Asian Owned  Caucasian Owned  Hispanic Owned  Native American Owned  Other Owned  Woman Owned	



#### NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you <u>must</u> provide the information requested below to the Hamblen County Department of Education's Department of Instructional Technology. Please send this information to Betina Forte via fax at (423) 585-3783 or by e-mail at *ForteB@hcboe.net*. The Hamblen County Department of Education will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.

RFP number	IT21.25.01.1 Network Cabling Installation	Infrastructure/Structured
Company name		
Mailing address		
Phone number		
Fax number		<u> </u>
Contact person		
E-mail address		
Send amendments by (check one):	□ fax □ e-mail	

E-mailed amendments will be sent in a PDF format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Hamblen County Department of Education.

Amendments also will be posted on the Hamblen County Department of Education's web site (http://www.hcboe.net) in a PDF format.



Hamblen County Department of Education

Network Infrastructure/Structured Cabling Materials



## **Hamblen County Department of Education Vendor Registration Form**

This form MUST BE RECEIVED by The Hamblen County Department of Education PRIOR TO BID OPENING. Do not send this form with the bid.

Please send this information to Betina Forte via fax at (423) 585-3783 or by e-mail at ForteB@hcboe.net.

RFP number	IT21.25.01.1 Network Cabling Installation	Infrastructure/Structured
Company name		
Mailing address		
		<u> </u>
Phone number		
Fax number		
Contact person		
E-mail address		
SPIN Number (FCC Vendor Number/Identifier)		

Prior to the opening of this bid, ALL BIDDERS must be registered with the Hamblen County Department of Education, Department of Instructional Technology. Please fax the application to (423) 585-3783 or by e-mail at ForteB@hcboe.net at least 5 days prior to the bid opening. Do not send this form with the bid.



## **Reference Form**

## **Network Infrastructure/Structured Cabling Installation**

Three recent references (school systems similar in size to the Hamblen County Department of Education (10,500 students, 18 schools, 23 sites including district site or larger preferred.)

Contact Phone Address  Scope of Services  Email address of Contact  District Reference #2 Contact Phone Address  Scope of Services  Email address of Contact  District Reference #3 Contact  District Reference #3 Contact Phone Address  Contact  District Reference #3 Contact  Phone Address  Scope of Services  Email address of Contact  Phone Address	District Reference #1	
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	Scope of Services	
Contact		
	Contact	



## **Hamblen County Department of Education**

## **Response Cover Sheet**

Name of Respondent			
Mailing Address	City	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact Email Address	
Authorized Signatory		Authorized Signatory Email Address	
Respondents DUNS No.			



## **Hamblen County Department of Education**

## **Bid Response Label**

## **DELIVER BIDS TO:**

Hamblen County Dept. of Education
Technology Department
210 East Morris Blvd.
Morristown, TN 37813

IT21.25.01.1 Network Infrastructure/Structured Cabling Installation

Opening Date: January 25, 2020 - 8:00 AM

CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE OF LICENSE & EXPIRATION DATE (If applicable):



## Iran Divestment Act Certification Form - Network Infrastructure/Structured Cabling Installation

This certification must be completed by each bidder in order to be considered.

I understand that under the Iran Divestment Act, T.C.A. 12-12-101-12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer, as required by T.C.A. 12-12-106, has created a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of the State of Tennessee, and any such contract will be considered void *ad initio* under T.C.A. 12-12-110. The list is published on the Tennessee Department of General Services website at:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpolibrary/public-informationlibrary/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf

#### **CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

Bidder Name	
Bidder Signature	
Date of Certification	