

Loudon County Government Request for Bid

Loudon County Purchasing
100 River Road, Suite 110
Susan Huskey, CPPB, Senior Buyer
Loudon, Tennessee 37774

Phone 865-458-4663
Fax 865-458-4871
HuskeyS@loudoncounty-tn.gov

November 24, 2015

**LAN UPGRADE
For Loudon County School District
Bid No. 2016-358
Opening Date: January 6, 2016 – 3:00 PM**

LOUDON COUNTY GOVERNMENT IS SOLICITING SEALED BIDS FOR LAN UPGRADE FOR THE LOUDON COUNTY SCHOOL DISTRICT. TERMS, CONDITIONS, AND SPECIFICATIONS ARE ATTACHED.

SUBMISSION OF YOUR BID MUST BE IN A SEALED ENVELOPE WITH THE BID ENVELOPE COVER SHEET ATTACHED TO THE OUTSIDE OF THE ENVELOPE AND DELIVERED TO: .

LOUDON COUNTY PURCHASING
ATTENTION SUSAN HUSKEY
100 RIVER ROAD, SUITE 110
LOUDON, TENNESSEE 37774.

BIDS TOTALING \$25,000 OR MORE REQUIRE THE BIDDER TO HAVE A VALID/ACTIVE TENNESSEE STATE CONTRACTOR'S LICENSE. THE STATE LICENSE NUMBER, CLASSIFICATION, AND EXPIRATION DATE MUST BE SUBMITTED ON THE ENCLOSED BID ENVELOPE FORM AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE.

LOUDON COUNTY DOES NOT ACCEPT ELECTRONICALLY TRANSMITTED BID RESPONSES. BID SUBMITTED BY EMAIL OR FAX WILL NOT BE ACCEPTED. BIDS WILL BE OPENED AT THE SPECIFIED DATE AND TIME. LATE BIDS WILL NOT BE ACCEPTED.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY. BID RESPONSES MUST INCLUDE THE ATTACHED VENDOR INFORMATION SHEET AND REQUESTED DOCUMENTS.

ANY QUESTIONS OR CONCERNS REGARDING THE BID SHOULD BE DIRECTED TO SUSAN HUSKEY AT 865-458-4663 X102, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM.

Loudon County Government

**LAN UPGRADE
For Loudon County School District
Bid No. 2016-358
Opening Date: January 6, 2016
Time: 3:00 PM**

VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____ State _____ Zip _____

Telephone Number _____ Fax Number _____

Contact Person _____
(Please Print)

Contact Person's Email Address _____

Authorized By: (Please print) _____

Authorizing Signature _____

Do you Accept the Terms and Conditions of the bid? Yes _____ No _____

With Exceptions? _____

LOUDON COUNTY TENNESSEE
TCA 62-6-119
BID COMPLIANCE FORM

NOTE: This form MUST be attached to the sealed envelope containing the bid. Failure to provide all of this information on the sealed envelope shall void such bid.

DELIVER TO: Loudon County School District
ATTN: Jennifer Malone
100 River Road
Loudon, TN 37774

BID _____

DATE OF BID _____ TIME _____

PRIME CONTRACTOR'S IDENTIFICATION

Name _____

Address _____

TN License Number _____

Expiration Date _____

Classifications _____

IS ENCLOSED BID LESS THAN \$25,000?

Yes _____ No _____

ITEM I OR II MUST BE COMPLETED IF THE BID EXCEEDS \$25,000

I. CONTRACTOR DOES NOT PLAN TO USE SUBCONTRACTORS FOR ANY PART OF THIS PROJECT.

Signature - Contractors Representative

II. REQUIRED SUBCONTRACTOR'S IDENTIFICATION ELECTRICAL SUB-CONTRACTOR

Name _____

Address _____

TN License Number _____ Date _____

Expiration Date _____ Monetary Limit \$ _____

Classification _____

HVAC SUB-CONTRACTOR

Name _____

Address _____

TN License Number _____ Date _____

Expiration Date _____ Monetary Limit \$ _____

Classification _____

DRUG FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with _____ County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The company is in compliance with T.C.A § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____

Notary Public

My commission expires: _____

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 1080 of 2008, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

**LOUDON COUNTY GOVERNMENT
ATTESTATION
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE
PERFORMANCE OF ANY CONTRACT**

In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order.

Name of Contractor/Vendor _____

Federal ID Number or Social Security Number _____

Loudon County Contract or Purchase Order Number _____

Date Attested _____

Signature _____

Printed Name _____

Title _____

Note: Individual signing must have contractual authority to bind the entity.

E-RATE TERMS AND CONDITIONS

1. The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
7. Products and services must be delivered before billing can commence, but no sooner than April 1, 2016 for E-rate eligible components and services. At no time may the Service Provider invoice before July 1, 2016.
8. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
9. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
10. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.
11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
12. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

13. The awarded Service Provider **must** provide the District a bill of materials using a completed USAC "Item 21 Template" within 2 weeks of the Contract Award Date. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
14. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
16. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2) (i) (ii).
17. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
18. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
20. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/serviceproviders/step02/lowest-corresponding-price.aspx>

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Service Provider Identification Number ("SPIN"): _____

**Loudon County Government
LAN UPGRADE
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SECTION 1 GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** ALL requests for additional information *MUST* be routed to the Loudon County Purchasing Office, Susan Huskey, at 865-458-4663. Questions may be faxed to 865-458-4871 or emailed to HuskeyS@loudoncounty-tn.gov. Questions must be received by 10:00 AM on December 4, 2015.
2. **BIDDER'S QUALIFICATIONS:** Bidders, upon request, must provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the bidder's ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
3. **CONFLICT OF INTEREST:** Vendor, by submitting a signed bid, certify that ***no gratuity of any kind and no part*** of the total contract amount provided herein shall be ***paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.*** A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor or subcontractor under County contracts.
4. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a Bidder, or who has quoted prices on materials to a Bidder, is thereby disqualified from submitting a sub-Bid or quoting prices to other Bidders.
5. **NON-DISCRIMINATION:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
6. **CRIMINAL HISTORY BACKGROUND CHECK:** Any successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

7. **DRUG-FREE WORKPLACE:** It is the policy of Loudon County Government to operate in compliance with the Drug-Free workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace, on County premises is prohibited. Intoxication or use of alcohol while on duty is also strictly prohibited.

If a Contractor for construction services has five or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated and shall provide the attached Drug-Free Workplace affidavit. Failure to submit the affidavit will result in the disqualification of you bid.

8. **ILLEGAL IMMIGRANTS:** In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124) addressing the use of illegal immigrants in the performance of any contract to supply Goods or Services to Loudon County, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For the purposes of this contract, "illegal immigrant" shall be defined as any person who is not either a United States Citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal Immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

Contractor/Vendor hereby attest, warrants, certifies, and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract/purchase order. The Contractor shall reaffirm this attestation, in writing; by completing and submitting a signed copy of the attached Attestation document with bid documents and shall reaffirm in writing annually should this contract be eligible for renewal for the period of this contract.

9. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error.
10. **INSURANCE:** By submitting a bid, the bidder acknowledges that it has read and understands the insurance requirements for the bid. The successful Vendor shall obtain and keep in force for the term of the contract or services, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise, the County may rescind its acceptance of the Bidder's bid.

- A. General Liability: \$1,000,000.00 per occurrence - \$2,000,000.00 General Aggregate
- B. Worker's Compensation and Employer's Liability in the amount of \$1,000,000.00
- C. Comprehensive Automobile Liability minimum limits of \$1,000,000.00

11. **NEW MATERIAL:** Remanufactured or refurbished equipment will not be accepted for this bid if applicable. Unless specified otherwise in the bid package, the Vendor must provide new supplies. New, as used in this clause, means previously unused materials. Materials include but are 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.
12. **DELIVERY:** Loudon County requires that vendors deliver all products "free on board" to the final destination

13. **DESCRIPTIVE LITERATURE:** Vendors shall clearly identify the manufacturer and the part number for goods. Vendors are also to provide descriptive literature if warranted
14. **OR EQUAL:** Vendors are to submit bids as specified herein or propose an approved equal. Determination of equality is solely Loudon County's responsibility. The designated brands are for reference purpose only, not a statement of preference.
15. **REQUEST FOR CLARIFICATION:** The County may conduct discussions with responsible Bidders determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Request for clarifications shall not alter the Vendor's pricing information contained in its cost bid.
16. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire request for bid packet. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the County of such error in writing and request modification or clarification of the document. The bidder shall also notify the County in writing if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for bid opening. The County will make modifications, if needed, and issue a written revision and will give written notice to all parties who are on file in the Purchasing Office as having received a copy of this RFP.

The failure of a specific bidder to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy.
17. **SIGNING OF BID FORMS:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
18. **SUBCONTRACTING:** Loudon County will award this bid to one vendor. The successful vendor may not assign or subcontract the "award agreement", its obligations or rights" hereunder to any party without the written consent of Loudon County Purchasing Agent. If the bid includes the use of subcontractors, Proposers must identify the specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.
19. **SUBMISSION OF BID:** Loudon County does not accept telegraphic or electronically transmitted bids. Bids and modifications shall be enclosed in sealed envelopes and delivered to the Loudon County Purchasing Department, 100 River Road, Suite 110, Loudon, Tennessee 37774. The bidder shall show on the outside of the envelope bid name. At the specified date and time, as noted on the front cover, bids will be opened and read aloud. Late bids will not be accepted.
20. **TAXES:** Loudon County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
21. **TITLE VI OF THE CIVIL RIGHTS ACT:** It is the policy of Loudon County Government that all its services and activities be administered in conformance with the requirements of Title VI – "Nondiscrimination in Federally Assisted Programs" – No person in the United States shall, on the ground of race, color, gender, 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.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **APPROPRIATION:** In the event no funds are appropriated by Loudon County 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 obligation owed to or by either party.
2. **AWARD:** Loudon County intends to award this contract to the responsible Bidder or multiple Bidders whose bid is most advantageous to the Loudon County Government, taking into consideration price and the other factors set forth in this RFB. All participating vendors will be notified by mail when an award is made. Loudon County reserves the right to withdraw this Request for Bid at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Loudon County reserves the right not to award this bid.
3. **AWARD PROTEST PROCEDURE:** Loudon County Purchasing Department has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision. Complaints received after five (5) business days of the award notification has been made will not be considered for review.
4. **CHILD LABOR:** Contractor agrees that no products or services will be provided or used under this Contract which have been manufactured or assembled by child labor.
5. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFB the vendor commits 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.
6. **DEFAULT:** 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, Loudon County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
7. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
8. **IDEMNIFICATION AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless Loudon County, its officers, agents and employees from and against:
 - a. Any and all suits, claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as result of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligence acts, omissions, bad faith, or willful misconduct on the part of the Vendor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and
 - b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Vendor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Buyer in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Buyer. In the event of any such suit or claim, the Contractor shall give the Buyer immediate notice thereof and shall provide all assistance required by the Buyer in its defense.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

9. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Loudon County inspects and formally accepts the goods and / or services. Loudon County reserves the right to reject 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.
10. **MODIFICATIONS OR AMENDMENTS:** This contract may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Loudon County without the prior written approval of the County Purchasing Agent.
11. **POSTPONEMENT:** The County reserves the right to postpone the opening of any bid under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.
12. **REJECTION OF BIDS:** Loudon County reserves the right to reject any bid, all bids, or any part of a bid. The County shall reject any bid that is determined to be non-responsive. The County also reserves the right to reject the bid of any Bidder who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due Loudon County.
13. **REMEDIES:** Loudon County 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 set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
14. **SEVERABILITY:** 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.
15. **TERMINATION:** Loudon County may terminate this agreement with or without cause at any time with thirty-day (30) written notice. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
16. **WAIVING OF INFORMALITIES:** Loudon County reserves the right to waive minor informalities or technicalities in the bid when it is in the best interest of Loudon County. Any such waiver shall not modify any remaining bid requirements or excuse the Bidder from full compliance with the requested specifications and other contract requirements if the Bidder is awarded the Contract.
17. **WARRANTY:** Contractor warrants to Loudon County that all items delivered and all services rendered shall conform to the specifications, drawings, and 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 Loudon County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SCOPE OF PROJECT

The Loudon County School District is seeking bids for switches and associated components, access points and cabling at North Middle School, Loudon High School and the new addition to the Loudon High School. The request for switches must include any necessary ancillary equipment and parts for the switch to make the switch fully functional including adapters, stacking cables, mounting brackets, power cords, licenses, etc. The requested equipment is detailed in the attachment, "Loudon County C2 Bid Form". All bidders are required to complete this form. Please quote installation as separate line items.

As stated under E-rate Terms and Conditions, the winning provider will be required to provide the District a bill of materials using a completed USAC "Item 21 Template" within 2 weeks of the Contract Award Date.

Equipment Specifications: Proposals are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings, taxes, fees, etc. and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the contract document. The District will not be liable for any costs beyond those proposed herein.

Firewall Services

The Loudon County School District is seeking bids for firewall service on its Internet Access service requested on Form 470 160004491. Per the E-rate Modernization Order,

"Consistent with the Commission's direction in the *Sixth Report and Order* and the *E-rate Modernization Order* that only basic firewall protection provided as part of Internet access is eligible as a Category One service and that other firewall services are eligible as Category Two services, we adopt the clarification proposed in the *ESL Public Notice* that firewall protection that is provided by a vendor other than the Internet access provider or priced out separately will be considered a Category Two internal connections component."

Basic Maintenance of Internal Connections/Managed Internal Broadband Services

Basic Maintenance of Internal Connections (BMIC) is requested for annual support for Meru controllers and access points and licenses covering technical support, OS updates and hardware replacement. Maintenance Bids listing only an hourly rate and not a monthly or annual total will be disqualified. Vendors quoting an hourly rate are required to also a) confirm that you have the ability/expertise to maintain all the equipment listed and b) propose a number of hours at a particular rate monthly to properly maintain the equipment.

Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections are eligible managed internal broadband services. (MIBS) MIBS is also posted on this Form 470 as an alternative to BMIC.

Quantities and locations are listed below:
Licenses compatible with Meru 4200 controller

- 221 on one controller**
- 56 at GBS
- 46 at LHS
- 2 at Central Office
- 5 at LCTC
- 9 at HPE
- 14 at SES
- 27 at PES
- 31 at EES
- 31 at NMS

48 on controller at FLMS (standalone)
33 on controller at LES (standalone)

Warranty: E-rate rules allow a manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separate identifiable cost, may be included in the cost of the component. Vendors are requested to provide details on warranties

Inspection and Acceptance: The material and/or services delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is accepted to the satisfaction of the County and is to be in compliance with the terms, herein, fully in accord with the specifications and be of the highest quality. In the event the materials and/or services supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

Compliance with All Applicable Regulations: Bidder agrees and covenants that the company, its agents and employees will comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under this contract.

Suspension and Debarments: Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Program are subject to suspension and debarment from the program. The Federal Communications Commission (FCC) Suspension and Debarment regulations and were announced in the Second Report and Order and Further Notice of Proposed Rulemaking (FCC 03-101 released April 30, 2003.)

District Obligation to Proceed with Services/Project: The Loudon County School District is not obligated to award any or part of these services/project and reserves the right not to award any or part of this bid solicitation.

Contracts: Contracts for network equipment must state that equipment can be delivered from April 1, 2016 until September 30, 2017. Purchase (and installation if included) can occur anytime during this period at the contracted prices.

Bidder Qualification Information: Bidders must provide information that documents your firm's ability to provide the requested services sufficient to evaluate the Evaluation Criteria noted below. Failure to provide this information could result in the disqualification of your bid response. Please include the minimum following information:

- Qualifications to produce the required outcomes, including ability, capacity, skill and financial strength.
- Prior Experience – Provide a listing of previous commercial customers for services/work of similar size and scope.
- References - Provide a list of five (5) references including name of account or agency, complete addresses, phone numbers and point of contact.
- Personnel Qualifications

Partnerships – all current partnerships, memberships, or alliances involving your company related to the sale, distribution, or development of telecommunications products or services, data communications products or services, or any other pertinent affiliations.

Method of Award and Evaluation: Award shall be made to the vendor whose proposal is scored with the highest point total based on the Evaluation Criteria detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract products and services with whomever and in whatever manner the District decides, to abandon the products entirely, and to waive any informality on non-substantive irregularity as the interest of the District may require.

Evaluation Criteria: Award of the bid will be based on the following criteria:

Price-Erate Items	30
20 - 30 point for lowest bidders	
10 - 19 points for mid-range	
0 - 9 points for highest bidders	
Price-Other Costs	5
Non-erateable items	
Technical Merit/Completeness of Bid	25
Bid meets the technical needs requested	
Completed all bid requirements	
Prior Experience	20
Similar projects and references	
Experience with this provider	
Personnel Qualifications	10
Staff	
Management	
Responsiveness	10
Responsive to email, walk thrus, etc.	
Proximity of offices	
Local representative available	
Total Points:	100

Functional Equivalents: Proposals are requested on products that are the functionally equivalent or better than the brands listed below. **References to brand names, trade names, model numbers, or other descriptions are made to establish a required level of quality and functional capabilities and are not intended to exclude other manufacturers.**

Comparable products of other manufacturers will be considered if proof of comparability and compatibility is contained in the proposal. Vendors, if proposing other than specified, are to clearly identify the manufacturer and the model number and must provide written, complete justification as to how the product complies with all specifications outlined within this RFP and how the product integrates with existing devices as well as the complete list of manufacturer published specifications related to the requested products. It shall be the responsibility of the bidders to furnish descriptive literature with their proposal such that specifications, catalog pages, brochures or other data will provide an adequate basis for verifying the quality and functional capabilities of the product offered. Failure to provide this data will be considered valid justification for rejection of the proposal.

No RFP may be withdrawn for a period of 90 days after the scheduled time for receiving the proposals. RFPs must be submitted on the forms provided by Loudon County or the proposal will be deemed unacceptable. **BE SURE TO FOLLOW INSTRUCTIONS ON COMPLETING THE SEALED ENVELOPE. SEE FORM ATTACHED.**

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount

of discount is based on the numbers of students receiving free and reduced price meals. Vendors are required to submit compliance with the E-rate Terms & Conditions. **SEE FORM ATTACHED.**

No Contact Policy: After the date the vendor receives this proposal, any contact initiated by any bidder with Loudon County representatives, other than the Purchasing Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

Attachments: Bidders must complete and sign the attached forms with bid response.

- Vendor Information Form
- Bid Envelope Cover Form
- Drug Free Workplace Affidavit
- Affidavit of Compliance with Tennessee Criminal History Records Check
- Attestation Regarding the Use of Illegal Immigrants
- E-Rate Terms and Conditions
- Vendor Pricing Sheet – Loudon County C2 Bid Form

