



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

INVITATION FOR BID

ISSUE DATE: June 8, 2009

IFB #: S-DJ-9310

TITLE: Wireless Telecommunication Systems

Sealed Bids will be received until **June 19, 2009 at 2:00 p.m.** for furnishing items and/or services described herein. Facsimile and/or electronic bids will **not** be accepted.

Any Changes and/or Addenda to this solicitation will be posted on the PWCS Web site at www.pwcs.edu/purchasing. Bidders are responsible for checking this Web site prior to bid submission. Failure to acknowledge all addenda may result in declaration of your bid as non-responsive.

All inquiries for information regarding Bid Submission requirements or Procurement Procedures should be directed to:

Ms. Barbara Hanlin, CPPB, Senior Buyer, Central Purchasing Office

Mr. Daemien Jones, Buyer

Phone: (703) 791-8740; Fax: (703) 791-7462, E-Mail: jonesdj@pwcs.edu

BIDS MAILED SHALL BE SENT DIRECTLY TO:

Prince William County Public Schools
Attn: Financial Services/Purchasing Rm #1500
P.O. Box 389
Manassas, VA 20108

BIDS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:

Prince William County Public Schools
Edward L. Kelly Leadership Center
Attn: Financial Services/Purchasing Rm #1500
14715 Bristow Road
Manassas, VA 20112

PWCS does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In Compliance With This Invitation For Bid and To All The Conditions Imposed Herein, The Undersigned Offers and Agrees To Provide The Goods/Services At The Prices Indicated In The Pricing Schedule, Section 8.

Name And Address Of Firm:

Date: _____

By: _____

Signature In Ink

Print/Type

Title

Telephone: _____

E-Mail Address: _____

Fax: _____

VA Contractors

License #: _____

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ATTACHMENTS:

CONTRACTOR DATA SHEET	ATTACHMENT A
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Bidders Shall Obtain Map Drawings by Contacting the Central Purchasing Office at 703-791-7414 or by Fax at 703-791-7462.

1. **PURPOSE:** The Purpose and Intent of this Invitation for Bid is to establish a firm fixed price contract with one or more (1) qualified source(s) to furnish and install cabling and a complete Wireless Telecommunications System for Prince William County Public Schools, herein referred to as PWCS, in accordance with the specifications, terms and conditions stated herein.
2. **BACKGROUND:** Prince William County Public Schools is located 35 miles southwest of Washington, D.C and 80 miles north of Richmond, Virginia. The county encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment on September 30, 2008 was 73,657 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at the rate of more than 1,003 students per year. There are currently 55 elementary schools, 14 middle schools, 10 high schools, four special education schools, two alternative schools and two specialty schools.

3. **CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTACT:** The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:

- 3.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Daemien Jones, Buyer, 703.791.8740

- 3.2. TECHNICAL POINT OF CONTACT: The following individual, or his designee, shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

Robert Sansone, Supervisor, ITS-Network Services and Architecture, 703.791.8732

4. **SCOPE OF WORK:** The Contractor shall perform all work and shall furnish, at his own cost and expense, all labor, materials, equipment, and other facilities, except as specified herein, as may be necessary to furnish and install cabling and a complete Wireless Telecommunications System for the distribution of network data signals as shown on the drawings and herein specified.. The Contractor shall be responsible for the entire work until completed and finally accepted by PWCS.

- 4.1. GENERAL SPECIFICATIONS AND REQUIREMENTS:

- 4.1.1. Install Category 6 cables (Mohawk #M57204B or equivalent), which shall be YELLOW in color, from communication closet to ceiling locations throughout the school as shown on the map and table below. Leave a 10 foot service loop on the access point side; a 3 foot service loop on the patch panel side (if possible).
- 4.1.2. The Contractor shall assemble, install, connect, and label all components of the infrastructure as specified by PWCS.
- 4.1.3. The Contractor shall perform all work during evening hours between 3:00 PM and 11:00 PM when school is in session during the school year. When schools are on holiday breaks or during the summer break, the Contractor may perform work during normal workdays, 8:00 AM to 5:00 PM, so as long as the building is accessible.
- 4.1.4. The Contractor shall take no more than thirty (30) business days from the commencement of the work until final completion. Shall the building be inaccessible due to holidays, inclement weather, or any unforeseen circumstance; the Contractor shall have one (1) additional day for each day missed.

- 4.1.5. The Contractor shall provide, if requested, an on-site Technician at the beginning of each business day to resolve any cabling issues that create a disruption of services for workstations/devices as a result of work performed the previous evening. This includes all existing telecommunication and data connections.
 - 4.1.6. The Technical Point of Contact (Section 3.2) shall be the primary contact throughout the project duration. All work to be performed shall be coordinated with this primary contact and the local school personnel. Should the Contractor be unable to contact, communicate, or obtain any necessary direction from PWCS in a reasonable period of time, the Director of Information Technology shall be available. **NO VENDOR PROJECT MANAGEMENT IS NECESSARY.**
 - 4.1.7. Insure that all cabling is installed in a neat and workman like manner.
 - 4.1.8. PWCS shall have the right to reject work that does not conform to the original requirements set forth herein. Should the Contractor not correct non-complying work, then PWCS retains the right to correct the deficiencies. PWCS then has the right to issue a change order deducting the cost of correcting the deficiencies, including costs for additional services.
 - 4.1.9. PWCS reserves the right, in its sole and absolute discretion, to make additions, deletions, or changes to the work as may be necessary. Any work that materially affects the substance herein or materially changes the original contract shall constitute the issuance of a change order by PWCS. The Contractor shall be entitled to an extension of time for such minor modifications or extra work only for the number of days duly authorized by PWCS.
- 4.2. ELEMENTARY SCHOOL SPECIFICATIONS:
- 4.2.1. Contactor shall furnish and install cable from a closet to classrooms. No termination, punch down or testing required.
 - 4.2.2. Identify each end of cable pulled with a unique number.
 - 4.2.3. Length should be based on 3 runs per 1 box of cable. All excess cable becomes property of PWCS.
- 4.3. MIDDLE AND HIGH SCHOOL SPECIFICATIONS:
- 4.3.1. Install Category 6 (568A) 24 or 48 port patch panel (Allen Tel #AT66-PNL-24 or AT66-PNL48 or equivalent) that will receive the wireless cabling. Each cable shall be terminated onto the aforementioned patch panel and receive a RJ-45 (Part No: IDL 85-366 or equivalent) connector, terminated according to 568A standards, at the above-ceiling location. Patch panels shall be labeled in accordance with Attachment C.
 - 4.3.2. Install Cisco 1131 wireless access points (provided by PWCS) throughout the school as shown on the drawings (green circles). Access points will be mounted using the Cisco grid mounting bracket. Each access point should be secured to the mounting bracket using a Phillips with pin security screw. Access Points shall be labeled in accordance with Attachment C.
 - 4.3.3. Install Cisco 1131 wireless access points (provided by PWCS) throughout the school as shown on the drawings (green squares). Access points will be mounted to the wall using a break out box and the Cisco mounting bracket. Access points installed in the gym and cafeteria shall have a Safety Technologies Security Cage, 10.5" diameter (part# STI-9631 BRAND NAME ONLY) installed over the access point. Each access point should be secured to the mounting bracket using a Phillips with pin security screw. Access Points shall be labeled in accordance with Attachment C.

- 4.3.4. Install Category 6, RJ-45 to RJ-45 YELLOW patch cables (no boots), 12 inches in length so as to connect each access point's terminated patch panel with a switch port.
- 4.3.5. Install Cisco 3560-24/48POE switch (provided by PWCS).
- 4.3.6. Each patch cable shall be labeled at the switch port end to indicate the corresponding drop location number at the patch panel.
- 4.3.7. Provide all cable tests for each new cable installed, in electronic form, no later than 3 business days after the completion of the work.
- 4.3.8. Provide Microsoft Excel spreadsheet showing Room Number/location, AP Name, Serial Number, MAC Address, in electronic form to PWCS, no later than 3 business days after completion of the work.
- 4.3.9. Update the PWCS provided floor plan (Visio 2003 format) with the locations of each MDF/IDF and the location of each access point. Drawings are due to PWCS no later than three (3) weeks after the work has been completed the site.

4.4. Quality Assurance

- 4.4.1. All equipment and materials for this system shall be listed by Underwriter's Laboratories, Inc. (UL), bear the UL label, and shall be installed in accordance with all requirements of the National Electrical Code (NEC), all state and local codes, and these specifications.
- 4.4.2. Equipment shall be constructed in accordance with National Electrical Manufacturer's Association (NEMA) standards.
- 4.4.3. The Contractor shall provide a Team Leader to oversee and coordinate all activities covered under these specifications.

4.5. Warranty The Contractor shall deliver the work described herein in a first class operating condition in every respect. The Contractor shall also warrant that the material and workmanship shall be entirely free from defects. The Contractor shall repair or replace, at no additional expense to PWCS, any material or workmanship in which defects may develop within two (2) years after date of final acceptance of the installation by PWCS.

5. **WORK COMPLETION:**

- 5.1. It is the intent of PWCS to make an award no later than **June 23, 2009** with a Notice to Proceed for the work described herein no later than **June 25, 2009**, pending the Contractor provides all necessary contract documents. Actual onsite work is to be scheduled and coordinated with the Technical Point of Contact. The time in which the Contractor agrees to complete the work is of the essence of the contract. It is the intent of PWCS to have substantial completion by **August 31, 2009**. The time of completion will be a factor in making an award.
- 5.2. Substantial Completion is defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the contract documents so that PWCS can utilize the work for its intended use.

6. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall deliver to the Central Purchasing Office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with PWCS obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Central Purchasing Office. Standard bond forms will be provided by the Central Purchasing Office prior to or at the time of award.

7. **SPECIAL TERMS AND CONDITIONS:**

- 7.1. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.
- 7.2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 7.3. **AWARD OF CONTRACT:** PWCS reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of solicitation. PWCS reserves the right to make a separate award for each item, groups of items or all items, and to make an award either in whole or in part, whichever is deemed to be in the best interest of PWCS. PWCS also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever is it deemed in the sole opinion of PWCS to be in its best interest.
- 7.4. **BID PRICES:** Bid prices shall be in the form of firm fixed unit prices to furnishing and installing a complete wireless telecommunications system, in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, etc.
- 7.5. **BID SOLICITATION RESULTS:** For information regarding the results of the Invitation for Bid, the bid tabulation and subsequent award will be posted on PWCS web site (www.pwcs.edu/purchasing).
- 7.6. **CERTIFICATE OF COMPLIANCE:** By signing and submitting a bid, the Bidder acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Bidder/Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. **The successful Bidder agrees to fully document and provide this Certificate of Compliance (Attachment B) prior to Notice of Award.**
- 7.7. **CLEANING OF SITE:** The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, tools, equipment, machinery and surplus materials shall be removed from and about the job, and the Contractor shall clean all building surfaces and leave the work area "broom clean".
- 7.8. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the Bidder within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more, the Bidder is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy five hundred dollars (\$7,500) or more but less than one hundred twenty thousand

dollars (\$120,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

7.8.1. Licensed Class A Virginia Contractor Number: _____

7.8.2. Specialty: _____

7.8.3. Licensed Class B Virginia Contractor Number: _____

7.8.4. Specialty: _____

If the Bidder shall fail to provide this information on his/her bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to PWCS in writing when requested to do so before or after the opening of Bids, he/she shall be deemed to be in violation of Section 54-1115 of the *Code of Virginia* (1950), as amended, and his/her bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his/her bid, the bid shall not be considered.

7.9. COORDINATION OF WORK: The Contractor shall plan and coordinate all work through the Technical Point of Contact.

7.10. EXCEPTION TO SPECIFICATIONS: Bidder(s) shall include in their bid response, any exceptions to the solicitation specifications. These exceptions must be provided on a separate sheet and include the specification number, the exception to the specification and why the exception is necessary.

7.11. EXTRA CHARGES NOT ALLOWED: The bid prices shall be for the complete installation, ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.

7.12. FAILURE TO DELIVER: Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract at the firm fixed prices quoted will be considered default of the contract award. Should the Contractor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor. The Contractor shall, in this instance, be responsible for any and all costs incurred by PWCS to procure such products and services elsewhere.

7.13. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized PWCS representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

7.14. GUARANTEE OF WORK:

7.14.1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for two years from the date of final acceptance of the entire project by PWCS in writing.

7.14.2. If, within the guarantee period, defects are noticed by PWCS which require repairs or changes in connection with the guaranteed work, those repairs or

changes being in the opinion of PWCS rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms on the contract, then the Contractor shall promptly upon receipt of notice from PWCS, such notice being given not more than two weeks after the guarantee period expires, and without expense to PWCS:

7.14.2.1. Place in satisfactory condition, in every particular, all such guaranteed work and correct all defects therein;

7.14.2.2. Make good on all damage to the structure, site, equipment or contents thereof, which is the result of use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract;

7.14.2.3. Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

7.14.3. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under the contract, he shall restore such work to a condition satisfactory to PWCS and guarantee such restored work to the same extent as it was guaranteed under such other contract.

7.14.4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, PWCS may have the defects corrected and the Contractor shall be liable for all expense incurred.

7.15. IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From:	_____	_____	_____
	Name of Bidder	Due Date	Due Time
	_____	_____	_____
	Street or Box Number	IFB Number	IFB Title
	_____	_____	_____
	City	State, Zip Code	Name of Buyer

Bids may be hand delivered to the designated location. PWCS will not accept facsimile and/or electronic bids.

7.16. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, that it will maintain these during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, PWCS reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by PWCS and the Commonwealth of Virginia as indicated below:

7.16.1. Worker's Compensation - Statutory requirements and benefits.

7.16.2. Employers Liability - \$100,000.

- 7.16.3. General Liability - \$1,000,000 combined single limit. Prince William County Public Schools is to be named as an additional insured with respect to the services being provided. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- 7.16.4. Automobile Liability - \$500,000.
- 7.17. METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 7.18. PERFORMANCE AND PAYMENT BONDS The successful bidder shall deliver to the Central Purchasing Office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with PWCS obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Central Purchasing Office. Standard bond forms will be provided by the Central Purchasing Office prior to or at the time of award.
- 7.19. PROTECTION OF PERSONS AND PROPERTY:
- 7.19.1. The Contractor expressly undertakes both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including PWCS' employees and property and its own.
- 7.19.2. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- 7.19.3. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect PWCS' property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of PWCS. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
- 7.19.4. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.
- 7.20. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing department the names, qualifications and experience of their proposed subcontractors.

The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

7.21. USE OF PREMISES AND REMOVAL OF DEBRIS: The Contractor expressly undertakes, either directly or through its Subcontractor:

- 7.21.1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;
- 7.21.2. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of PWCS or any other Contractor; and
- 7.21.3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 7.21.4. To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.
- 7.21.5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

7.22. VENDOR REGISTRATION: Before submitting a response to this solicitation, an Bidder must be a registered PWCS vendor. Vendors are encouraged to register themselves at www.pwcs.edu/purchasing.

7.23. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to PWCS' satisfaction at the Contractor's expense. Damages to existing utilities, such as underground utilities, or conduit for utilities shall be the responsibility of the Contractor. Back-charging for the damage may be necessary.

GENERAL TERMS AND CONDITIONS
(Revised 05/20/08)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Central Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Central Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

CONDITIONS OF BIDDING/OFFERING

2. **ANNOUNCEMENT OF AWARD:** Upon the award of the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, www.pwcs.edu/purchasing for a minimum of 10 calendar days except in emergencies.
3. **CLARIFICATION OF TERMS:** If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Central Purchasing Office.
4. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Offeror an agent of any person or entity that is currently so debarred.
5. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 15 below, and the bidder will be required to perform if his or her bid is accepted.
6. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
7. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

CODE GREEN: All PWCS schools are closed. Administration offices are opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

- 7.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 7.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 7.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.
8. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Central Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Central Purchasing Office. Bids/proposals received in the Central Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder/Offeror to ensure that his/her bid/proposal reaches the Central Purchasing Office by the designated date and hour.
9. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder/Offeror withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
10. **OFFICIAL NOT TO BENEFIT:**
 - 10.1 Each Bidder/Offeror certifies by signing a bid/proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
 - 10.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received

in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

10.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

11. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:
- The Notice of Award or Purchase Order/Contract (highest precedence),
 - Addenda,
 - Specifications and drawings,
 - The signed bid/proposal submitted by the Contractor,
 - Invitation for Bid/Request for Proposal,
 - Any Special Terms and Conditions,
 - These General Terms and Conditions (lowest precedence).
12. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy PWCS that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
13. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Purchasing Agent shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Purchasing Agent may, in his or her sole discretion, advertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Purchasing Agent may, in his or her sole discretion, advertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.
14. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at www.pwcs.edu/purchasing. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.
15. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The bidder/offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

SPECIFICATIONS

16. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.
17. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.
18. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

CONTRACT PROVISIONS

19. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 19.1 and 19.2 below apply:
- During the performance of this contract, the Contractor agrees as follows:
- 19.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 19.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- 19.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- 19.4 The Contractor will include the provisions of 19.1, 19.2 and 19.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
20. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
21. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
22. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
23. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
24. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.
25. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
26. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 26.1 Provide a drug-free workplace for the Contractor's employees.
- 26.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 26.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 26.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
27. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
29. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.
30. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:
- The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit

price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.

31. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 31.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
- 31.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
- 31.3 Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.
- 31.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
- 31.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 31.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
32. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal

reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

33. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
34. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:
- 34.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 34.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.
35. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
36. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to

the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- 36.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 36.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.
- 36.3 Bids and proposal records shall be open to the public only after award.
- 36.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.
- 36.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Virginia Code section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.
- 36.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.

DELIVERY/PAYMENT PROVISIONS

- 37. **DELIVERY CHARGES:** Unless bought F.O.B., "Shipping Point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized by PWCS.
- 38. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
- 39. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
- 40. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.
- 41. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
- 42. **PAYMENT TO SUBCONTRACTORS:**

- 42.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
 - 42.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 42.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 42.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 42.3 The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

- 43. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
- 44. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder/Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at www.pwcs.edu/purchasing.
- 45. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

BIDDER/CONTRACTOR REMEDIES

- 46. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 47. **AWARD OR REJECTION OF BIDS/OFFERS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received

whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. The number and scope of the conditions attached to the bid;
 - j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
 - k. Such other information as may be secured by PWCS Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
48. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
49. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles

delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.

50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
51. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.
- 51.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 51.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 51.3 An award need not be delayed for the period allowed a Bidder/Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

8. **PRICING SCHEDULES:**

PPRICING SCHEDULE A: The Bidder(s) shall agree to provide a firm fixed price to furnish and install cable from a closet to classroom at each location identified in Pricing Schedule A, in accordance with the specifications, drawings and terms and conditions identified herein. **(Per Section 4.2. ELEMENTARY SCHOOL SPECIFICATIONS)**

Description	Bidder's Approved Equal	Location	Unit	Qty	Unit Price	Extended Cost
Bidder(s) shall agree to provide a firm fixed price to furnish and install cable(Mohawk #M57204B or Equal) from a closet to classroom at each location In Accordance with Section 4.2 ELEMENTARY SCHOOL SPECIFICATIONS		Alvey ES	Cable	29		
		Antietam ES	Cable	22		
		Belmont ES	Cable	17		
		Bennett ES	Cable	28		
		Bristow Run ES	Cable	28		
		Cedar Point ES	Cable	28		
		Dale City ES	Cable	17		
		Dumfries ES	Cable	23		
		Ellis ES	Cable	28		
		Featherstone ES	Cable	25		
		Kerrydale ES	Cable	22		
		Kilby ES	Cable	18		
		Minnieville ES	Cable	22		
		Nokesville ES	Cable	25		
		Penn	Cable	25		
		River Oaks ES	Cable	25		
		Rosa Parks ES	Cable	28		
		Tyler ES	Cable	18		
		Westridge ES	Cable	22		
		Williams ES	Cable	28		
		Pattie ES	Cable	20		
		Occoquan ES	Cable	24		
Mullen ES	Cable	16				
Mountain View ES	Cable	22				
McAuliffe ES	Cable	15				
Lake Ridge ES	Cable	21				
New Dominion MS	Cable	15				
Project Total for Pricing Schedule A						

Pricing Schedule B: Bidder(s) shall agree to provide a firm fixed price to furnish and install cabling and a Complete Wireless Telecommunications System for the locations listed below, in accordance with the specifications, drawings and terms and conditions identified herein.**(Per 4.3 MIDDLE AND HIGH SCHOOL SPECIFICATIONS)**

Bull Run Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		54	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		6	
Ceiling Mounted Access Points	Access Points Provided by PWCS		40	
Wall Mounted Access Points	Access Points Provided by PWCS		9	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		5	
Patch cables	RJ-45 to RJ-45 12" Yellow		54	
(PWCS Provided Switches)			6	

Beville Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		48	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		3	
Ceiling Mounted Access Points	Access Points Provided by PWCS		38	
Wall Mounted Access Points	Access Points Provided by PWCS		3	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		7	
Patch cables	RJ-45 to RJ-45 12" Yellow		48	
(PWCS Provided Switches)			3	

Graham Park Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		37	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		2	
Ceiling Mounted Access Points	Access Points Provided by PWCS		30	
Wall Mounted Access Points	Access Points Provided by PWCS		4	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		3	
Patch cables	RJ-45 to RJ-45 12" Yellow		37	
(PWCS Provided Switches)			2	

Fred Lynn Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		46	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		41	
Wall Mounted Access Points	Access Points Provided by PWCS		0	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		5	
Patch cables	RJ-45 to RJ-45 12" Yellow		46	
(PWCS Provided Switches)			4	

Graham Park Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		37	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		2	
Ceiling Mounted Access Points	Access Points Provided by PWCS		30	
Wall Mounted Access Points	Access Points Provided by PWCS		4	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		3	
Patch cables	RJ-45 to RJ-45 12" Yellow		37	
(PWCS Provided Switches)			2	

Marsteller Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		50	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		5	
Ceiling Mounted Access Points	Access Points Provided by PWCS		40	
Wall Mounted Access Points	Access Points Provided by PWCS		5	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		5	
Patch cables	RJ-45 to RJ-45 12" Yellow		50	
(PWCS Provided Switches)			5	

Parkside Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		49	
Patch Panel-24 port	Allen Tel#AT66-PNL-24		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		42	
Wall Mounted Access Points	Access Points Provided by PWCS		2	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		5	
Patch cables	RJ-45 to RJ-45 12" Yellow		49	
(PWCS Provided Switches)			4	

Potomac Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		50	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		5	
Ceiling Mounted Access Points	Access Points Provided by PWCS		40	
Wall Mounted Access Points	Access Points Provided by PWCS		5	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		5	
Patch cables	RJ-45 to RJ-45 12" Yellow		50	
(PWCS Provided Switches)			4	

Sanders Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		47	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		40	
Wall Mounted Access Points	Access Points Provided by PWCS		0	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		7	
Patch cables	RJ-45 to RJ-45 12" Yellow		47	
(PWCS Provided Switches)			4	

Stonewall Middle	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		44	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		33	
Wall Mounted Access Points	Access Points Provided by PWCS		8	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		3	
Patch cables	RJ-45 to RJ-45 12" Yellow		44	
(PWCS Provided Switches)			4	

Woodbridge Middle School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		34	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		27	
Wall Mounted Access Points	Access Points Provided by PWCS		2	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		5	
Patch cables	RJ-45 to RJ-45 12" Yellow		34	
(PWCS Provided Switches)			4	

Battlefield High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		83	
Patch Panel-48 port	Allen Tel#AT66-PNL-48 or Equal		1	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		74	
Wall Mounted Access Points	Access Points Provided by PWCS		9	
Patch cables	RJ-45 to RJ-45 12" Yellow		83	
(PWCS Provided Switches)			5	

Brentsville High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		52	
Patch Panel-48 port	Allen Tel#AT66-PNL-48 or Equal		1	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		1	
Ceiling Mounted Access Points	Access Points Provided by PWCS		45	
Wall Mounted Access Points	Access Points Provided by PWCS		4	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		3	
Patch cables	RJ-45 to RJ-45 12" Yellow		52	
(PWCS Provided Switches)			2	

Freedom High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		75	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		5	
Ceiling Mounted Access Points	Access Points Provided by PWCS		66	
Wall Mounted Access Points	Access Points Provided by PWCS		5	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		4	
Patch cables	RJ-45 to RJ-45 12" Yellow		75	
(PWCS Provided Switches)			5	

Forest Park High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		78	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		5	
Ceiling Mounted Access Points	Access Points Provided by PWCS		68	
Wall Mounted Access Points	Access Points Provided by PWCS		5	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		5	
Patch cables	RJ-45 to RJ-45 12" Yellow		78	
(PWCS Provided Switches)			5	

Gar-field High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		101	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		9	
Ceiling Mounted Access Points	Access Points Provided by PWCS		83	
Wall Mounted Access Points	Access Points Provided by PWCS		11	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		7	
Patch cables	RJ-45 to RJ-45 12" Yellow		101	
(PWCS Provided Switches)			9	

Hylton High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		80	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		5	
Ceiling Mounted Access Points	Access Points Provided by PWCS		71	
Wall Mounted Access Points	Access Points Provided by PWCS		5	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		4	
Patch cables	RJ-45 to RJ-45 12" Yellow		80	
(PWCS Provided Switches)			5	

Potomac High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		65	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		56	
Wall Mounted Access Points	Access Points Provided by PWCS		5	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		4	
Patch cables	RJ-45 to RJ-45 12" Yellow		65	
(PWCS Provided Switches)			4	

Osborn Park High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		91	
Patch Panel-48 port	Allen Tel#AT66-PNL-48 or Equal		1	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		4	
Ceiling Mounted Access Points	Access Points Provided by PWCS		76	
Wall Mounted Access Points	Access Points Provided by PWCS		8	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		7	
Patch cables			91	
(PWCS Provided Switches)			5	

Stonewall Jackson High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		7	
Ceiling Mounted Access Points	Access Points Provided by PWCS		79	
Wall Mounted Access Points	Access Points Provided by PWCS		10	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		3	
Patch cables	RJ-45 to RJ-45 12" Yellow		92	
Number of Cables	(Mohawk #M57204B) or Equal		92	
(PWCS Provided Switches)			7	

Woodbridge High School	Brand Name	Bidder's Approved Equal	Qty	Total Project Cost
Number of Cables	(Mohawk #M57204B) or Equal		69	
Patch Panel-24 port	Allen Tel#AT66-PNL-24 or Equal		8	
Ceiling Mounted Access Points	Access Points Provided by PWCS		66	
Wall Mounted Access Points	Access Points Provided by PWCS		0	
Wall Mounted Access Points with Security Cage	Access Points Provided by PWCS (Contractor Must provide Cages Model part# STI-9631 no substitutes)		3	
Patch cables	RJ-45 to RJ-45 12" Yellow		69	
(PWCS Provided Switches)			8	

Project total for Pricing Schedule B:	
Grand Total Amount for Pricing Schedule A and B	

Certificate of Compliance: Bidder has read and understands the certificate of compliance clause and will provide a fully completed certificate (Attachment B) prior to award. This will be a factor in making an award.
 Yes: No: If No, Explain:

Delivery:	Ability to meet the substantial completion date of August 31, 2009 Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] If No, Explain:
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Payment Terms:	
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- Bid Submittals:**
- Signed IFB Cover Page
 - Fully Completed Pricing Schedule (pages 15-24)
 - Contractor Data Sheet (Attachment A)
 - Certificate of Compliance (Attachment B)

CONTRACTOR DATA SHEET

1. QUALIFICATION OF BIDDER: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. REFERENCES: Bidders shall provide a listing of at least five (5) references for which the company has provided specified goods/services of the same or greater scope within the last three (3) years. **PWCS cannot be a reference.**

1.	Customer Name:	Contact Name:	Contact Title:
Address: _____			Phone No.
_____			Fax No.

2.	Customer Name:	Contact Name:	Contact Title:
Address: _____			Phone No.
_____			Fax No.

3.	Customer Name:	Contact Name:	Contact Title:
Address: _____			Phone No.
_____			Fax No.

4.	Customer Name:	Contact Name:	Contact Title:
Address: _____			Phone No.
_____			Fax No.

5.	Customer Name:	Contact Name:	Contact Title:
Address: _____			Phone No.
_____			Fax No.



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (A)*, any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

Purchase Order/Contract/Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

8/22/07

Labeling format for the Cabling and the Access Points

Cable Labeling:

Cables shall be labeled as follows:

Room Number – Closet - AP #

Where as:

Room Number = the physical room number

Closet = The closet letter designation (A, B, C, D, etc.)

AP# = the letters "AP" plus the next sequential number beginning at #1 for each closet

Examples:

Classroom #231, which feeds from the A Closet and contains access point #1

231-A-AP01

Library, which feeds from the C Closet and contains access point #12

Library-C-AP12

Main Office, which feeds from the B Closet and contains access point #9

MainOffice-B-AP09

Cafeteria, which feeds from the A closet and contains access point #2

Cafeteria-A-AP02

Access Point Labeling:

Each access point will have the following labels:

The MAC Address (label, Black text on a white background).

The Closet Designation (MDF-A, IDF-B, IDF-C, etc.)

The AP Number (1, 2, 3, etc.)

Examples:

A-AP02 is in the A Closet, and is AP #2 in that closet.

PRINCE WILLIAM COUNTY PUBLIC SCHOOL DIRECTORY

Alvey Elementary 5300 Waverly Farm Drive Haymarket, VA 20169	Ann Ludwig 2221 Opitz Boulevard Woodbridge, VA 22191	Antietam Elementary 12000 Antietam Rd. Woodbridge, VA 22192	Ashland Elementary 15300 Bowmans Folly Dr. Manassas, VA 20112	Battlefield High School 15000 Graduation Drive Haymarket, VA 20169
Bel Air Elementary 14151 Ferndale Rd. Woodbridge, VA 22193	Belmont Elementary 751 Norwood Lane Woodbridge, VA 22191	Bennett Elementary 8800 Old Dominion Dr. Manassas, VA 20110	Benton Middle 7411 Hoadly Rd. Manassas, VA 20112	Beville Middle 4901 Dale Boulevard Woodbridge, VA 22193
Brentsville District 12109 Aden Rd. Nokesville, VA 20181	Bristow Run Elementary 8990 Worthington Dr. Bristow, VA 20136	Bull Run Middle 6308 Catharpin Rd. Gainsville, VA 20155	Buckland Mills Elementary 10511 Wharfdale Place Gainesville, VA 20155	Cedar Point Elementary 12601 Braemar Parkway Bristow, VA 20136
Coles Elementary 7405 Hoadly Rd. Manassas, VA 20112	Dale City Elementary 14450 Brook Dr. Woodbridge, VA 22193	Dumfries Elementary 300 S. Cameron Street Dumfries, VA 22026	Ellis Elementary 8800 Rixlew Lane Manassas, VA 20109	Enterprise Elementary 13900 Lindendale Rd Woodbridge, VA 22193
Featherstone Elementary 14805 Blackburn Rd. Woodbridge, VA 22191	Forrest Park High School 15721 Spriggs Rd. Woodbridge, VA 22193	Freedom High School 15201 Neabsco Mills Road Woodbridge, VA 22191	Gainesville Middle 7700 Limestone Drive Gainesville, VA 20155	Gar-Field High 14000 Smoketown Rd. Woodbridge, VA 22192
Glenkirk Elementary 8584 Sedge Wren Drive Gainsville, VA 20155	Godwin Middle 14800 Darbydale Ave Woodbridge, VA 22193	Graham Park Middle 3613 Graham Park Rd Triangle, VA 22172	Henderson Elementary 3799 Waterway Dr. Dumfries, VA 22026	Hylton High 14051 Spriggs Rd. Woodbridge, VA 22193
Independent Hill 14780 Joplin Rd. Manassas, VA 20112	Independent Hill Complex 14800 Joplin road Manassas, VA 20112	Kerrydale Elementary 13199 Kerrydale Rd. Woodbridge, VA 22193	Kilby Elementary 1800 Horner Rd. Woodbridge, VA 22191	King Elementary 13224 Nickleson Dr. Woodbridge, VA 22193
Lake Ridge Elementary 11970 Hedges Run Dr. Woodbridge, VA 22192	Lake Ridge Middle 12350 Mohican Rd. Woodbridge, VA 22192	Leesylvania Elementary 15800 Neabsco Rd. Woodbridge, VA 22191	Loch Lomond Elementary 7900 Augusta Rd. Manassas, VA 20111	Lynn Middle 2451 Longview Dr. Woodbridge, VA 22191
Marshall Elementary 12505 Kahns Rd. Manassas, VA 20112	Marstellar Middle 14000 Sudley Manor Dr. Bristow, VA 20136	Marumscos Hills Elementary 14100 Page Street Woodbridge, VA 22191	McAuliffe Elementary 13540 Princedale Dr. Woodbridge, VA 22193	Minnieville Elementary 13639 Greenwood Dr. Woodbridge, VA 22193
Montclair Elementary 4920 Tallowood Dr. Dumfries, VA 22026	Mountain View Elementary 5600 McLeod Way Haymarket, VA 20169	Mullen Elementary 8000 Rodes Dr. Manassas, VA 20109	Neabsco Elementary 800 Cordell Avenue Woodbridge, VA 22193	New Directions 8886 Rixlew Lane Manassas, VA 20109
New Dominion Alternative 8220 Conner Avenue Manassas, VA 20111	Nokesville Elementary 12625 Fitzwater Dr. Nokesville, VA 20181	Occoquan Elementary 12915 Occoquan Rd. Woodbridge, VA 22192	Old Bridge Elementary 3051 Old Bridge Rd. Woodbridge, VA 22192	Osborn Park High 8909 Euclid Avenue Manassas, VA 20111
PACE Program/East P.O. Box 389 Manassas, VA 20108	PACE Program/West 14550 John Marshall Hwy Haymarket, VA 20169	Parkside Middle 8605 Mathis Avenue Manassas, VA 20110	Pattie Elementary 16125 Dumfries Rd. Dumfries, VA 22026	Penn Elementary 12980 Queen Chapel Rd Woodbridge, VA 22193
Pennington School 9305 Stonewall Rd. Manassas, VA 20110	Potomac Middle 3130 Four Year Trail Dumfries, VA 22026	Potomac High 16706 Jeff Davis Hwy. Dumfries, VA 22026	Potomac View Elementary 14601 Lamar Rd. Woodbridge, VA 22191	Porter Traditional 15311 Forest Grove Lane Woodbridge, VA 22192
Rippon Middle 15101 Blackburn Rd. Woodbridge, VA 22191	River Oaks Elementary 16950 McGuffeys Trail Woodbridge, VA 22191	Rockledge Elementary 2300 Mariner Lane Woodbridge, VA 22192	Rosa Parks Elementary 13446 Princedale Drive Woodbridge, VA 22193	Saunders Middle 13557 Spriggs Rd. Manassas, VA 20112
Signal Hill Elementary 9553 Birmingham Drive Manassas, VA 20111	Sinclair Elementary 7801 Garner Dr. Manassas, VA 20109	Springwoods Elementary 3815 Marquis Place Woodbridge, VA 22192	Stonewall Middle 1010 Lomond Dr. Manassas, VA 20109	Stonewall Jackson High 8820 Rixlew Lane Manassas, VA 20109
Sudley Elementary 9744 Copeland Dr. Manassas, VA 20109	Swans Creek Elementary 17700 Wayside Drive Dumfries, VA 22026	Triangle Elementary 3615 Lionsfield Rd. Triangle, VA 22172	Tyler Elementary 14500 John Marshall Hwy Gainesville, VA 20155	Vaughan Elementary 2200 York Avenue Woodbridge, VA 22191
Victory Elementary 12001 Tygart Drive Bristow, VA 20136	Washington-Reid Annex 16108 Dumfries Rd. Dumfries, VA 22026	West Gate Elementary 8031 Urbanna Rd. Manassas, VA 20109	Westridge Elementary 12400 Knightsbridge Dr. Woodbridge, VA 22192	Mary Williams Elementary 3100 Four Year Trail Dumfries, VA 22026
Woodbine Preschool 13225 Dumfries Rd. Manassas, VA 20112	Woodbridge Middle 2201 York Drive Woodbridge, VA 22191	Woodbridge High 3001 Old Bridge Rd. Woodbridge, VA 22192	Yorkshire Elementary 7610 Old Centerville Rd. Manassas, VA 20111	