

FRANKLIN COUNTY PUBLIC SCHOOLS



Department of Technology Services

250 School Service Road ♦ Rocky Mount, VA 24151 ♦ (540) 483-5538 ♦ FAX (540) 483-0195

REQUEST FOR PROPOSAL

The Franklin County School Board invites sealed Request for Proposals on:

COMPUTER HARDWARE EQUIPMENT RFP# 47-4-2021

TERM: beginning **July 1, 2021 and ending June 30, 2022.**

ISSUE DATE: **April 13, 2021**

The Board will accept sealed bids until **2:00 p.m. (EST) on Friday May 14, 2021**, in the Purchasing Office at 250 School Service Road, Rocky Mount, Virginia 24151.

Bid envelopes must be marked on the outside as follows: "**COMPUTER HARDWARE EQUIPMENT 2021 RFP# 47-4-2021**" with the opening date, and bidder's name shown clearly on the face of the envelope. Late bids will be returned unopened. The Franklin County School Board will not assume responsibility for proposals not labeled according to the above instructions.

The bid packet will include:

- Request for Proposal
- Specifications
- General Terms and Conditions
- Special Terms and Conditions
- Attachment A (the official bid sheet)

Any questions regarding the meaning or interpretation of the specifications, or any other related information must be requested in writing from the Purchasing Office not less than five (5) days before the time scheduled for the opening of solicitations. Any such explanation or interpretations will be made in the form of "Addenda" or "Clarification" to the documents and will be made available via our web site www.frco.k12.va.us. Oral explanations and interpretations made prior to the proposal opening do not form a part of the solicitation documents.

It shall be the offerors' responsibility to obtain any published addenda by checking the Franklin County Public School's Website Site for a copy of all addenda issued prior to the proposal due date. Because two or more addenda are sometimes issued, it is suggested that the bidder check the Internet site frequently. A list of Bids, RFP's, and addenda are listed on the Internet Site.

For inquiries or questions concerning the bid, contact:

J.T. Hodges, Purchasing Agent
Phone 540.483.5538
jt.hodges@frco.k12.va.us

GENERAL TERMS AND CONDITIONS

PURPOSE

It is the intention of the FRANKLIN COUNTY SCHOOL BOARD to procure various computer hardware equipment and associated items for Franklin County Public Schools for a period beginning **July 1, 2021 and ending June 30, 2022** through the request for proposal solicitation process in compliance with the Virginia Public Procurement Act. The division only seeks to procure the equipment. All installations will be completed by school division staff. This will be a nonexclusive contract and no proposal will be accepted that in any way binds the FRANKLIN COUNTY SCHOOL BOARD to an exclusive agreement.

It is the policy of the FRANKLIN COUNTY SCHOOL BOARD to maintain an atmosphere that perpetuates fair and open competition in bidding from responsive and responsible bidders.

The FRANKLIN COUNTY SCHOOL BOARD reserves the right to award the entire proposal to one vendor if it is deemed to be in the best overall interest of the school division as it relates to the conditions stated in the attached terms and specifications.

The bids will be publicly opened and read aloud shortly after bids are due on **Friday, May 14, 2021** in the Purchasing Office. The FRANKLIN COUNTY SCHOOL BOARD reserves the right to reject any or all bids and may award the bid to other than the lowest offeror if it is deemed to be in the best interest of the School Board.

GENERAL DEFINITIONS

"School Board" shall mean the FRANKLIN COUNTY SCHOOL BOARD located in the County of Franklin, Commonwealth of Virginia, United States of America or their authorized agents and employees

"Contract Administrator" shall mean the assigned School Board employee to administer this Contract (Timothy Morrison, Director of Technology Services).

"Contractor" shall mean the awarded contractor and/or offerer as described in these specifications

FORMS TO BE SUBMITTED WITH BID

Bidders shall include the following **COMPLETED and SIGNED** documents in their sealed bid submission:

- Request for Proposal / Specifications
- General Terms and Conditions
- Special Terms and Conditions
- Official Bid Form (Attachment A)

ACCEPTANCE OR REJECTION OF BIDS

Interested bidders are hereby advised that the FRANKLIN COUNTY SCHOOL BOARD will utilize all applicable provisions of the *Virginia Public Procurement Act* in considering and accepting the bids described in these specifications. The FRANKLIN COUNTY SCHOOL BOARD reserves the right to accept or reject any/or all bids that are received and to waive any informalities in the process. The FRANKLIN COUNTY SCHOOL BOARD reserves the right to make the award in what is deemed to be in the best interest of the FRANKLIN COUNTY SCHOOL BOARD regardless of price or any other factors.

HOLD HARMLESS AGREEMENT

The firm shall protect, indemnify, and hold harmless the FRANKLIN COUNTY SCHOOL BOARD, the County of Franklin, and their respective officers, agents and employees from any and all demands, fees, claims, suits, actions or judgments resulting from services provided as a result of this solicitation.

PROCEDURE FOR PROTESTS

Any vendor submitting an official offer may protest the award or decision to award a contract by submitting a written protest to the Purchasing Agent for the Franklin County Public Schools no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)

COMPLIANCE

The providing company and its employees providing products and services to Franklin County Public Schools will adhere to all Federal, State and Local laws and regulations including but not limited to:

- a. No employee or agent from the providing company who is a registered sex offender will be sent by the providing company to any school building or school property.
- b. All employees or agents from the providing company shall be in compliance with immigration law and regulations in accordance with Section 2.2-4311.1, Code of Virginia.
- c. Providing company must upon request provide certification of proper worker compensation insurance in accordance with Section 2.2-4332, Code of Virginia and School Board Policy.
- d. Maintain a drug free workplace in accordance with Section 2.2-4312, Code of Virginia
- e. By entering into a contract, the bidder conveys, sells, assigns, and transfers to the FRANKLIN COUNTY SCHOOL BOARD 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 relating to the particular goods or services purchased or acquired by the Franklin County Public Schools under said contract.

Violation of any and all applicable federal, state or local laws and regulations will be grounds for cancellation of contract and possible legal action and the FRANKLIN COUNTY SCHOOL BOARD reserves the right to waive any informalities in the process. The FRANKLIN COUNTY SCHOOL BOARD shall be the sole and final judge of this matter.

FRANKLIN COUNTY PUBLIC SCHOOLS
Rocky Mount, Virginia

GENERAL TERMS AND CONDITIONS

1. Solicitation specifications may only be amended by written addenda. Oral communications with any potential contractor by representatives of the Franklin County Public Schools are not to be considered in preparing a bid in response to any solicitation, and only addenda signed by J.T. Hodges, Purchasing Agent, shall be considered valid.
2. The FRANKLIN COUNTY SCHOOL BOARD is exempt from all direct Federal and State taxes.
3. The potential contractor/vendor expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other potential contractor or vendors.
4. The right is reserved to cancel any contract and reject deliveries of any products that are not in accordance with the specifications. The FRANKLIN COUNTY SCHOOL BOARD shall be the sole and final judge of this matter.
5. Awards will normally be made to the lowest responsive and responsible potential contractor/vendor, provided service and quality are considered to be equal or better than that offered by other potential contractors/vendors, but the right is reserved to make the award to other than the low bidder when it is in the best interest of the Franklin County Public Schools to do so. The FRANKLIN COUNTY SCHOOL BOARD will be the sole judge of this matter as to conditions affecting such interest. Insofar as it is consistent with the best interests of the Franklin County Public Schools and provided quality, service, and cost are deemed equal in two or more suppliers, preference will be given to firms based within the Commonwealth of Virginia. No bidder will be given preference on the basis of race, national origin, sex, age, or creed. Right is reserved to waive any and all informalities and to reject any or all bids.
6. The quantities required as stated on **ATTACHMENT A** are expressly agreed to be an estimate only and nothing herein or attached shall bind the FRANKLIN COUNTY SCHOOL BOARD to purchase any specified amount of the product or services.
7. No solicitation changes will be permitted after solicitation opening. The unit price will prevail in event an error is made in computing totals.
8. Written request for withdrawal of a bid or any part thereof will be granted if such request is received prior to specified time of bid opening. Unless otherwise specified, all solicitation shall be binding for sixty (60) days following bid opening date.
9. Solicitation must be signed, sealed, and received at the Franklin County Public Schools, Purchasing Department, 250 School Service Road, Rocky Mount, VA 24151 and labeled according to what is stated on the solicitation. Bids will be opened publicly at the appointed hour (prevailing time), but officials reserve the right to take sufficient time following the solicitation opening to study the various bids and to make recommendations to the School Board, which will make the award(s) by vote in open meeting. A notice of award will be provided as promptly as possible after the award by the FRANKLIN COUNTY SCHOOL BOARD.
10. All resulting orders must be delivered as specified in the purchase order. All bid prices are to be F.O.B. Destination.

11. The Franklin County Public Schools reserve the right to negotiate a contract with the lowest responsive and responsible bidder should the lowest responsive bid exceed available funding.
12. If available funding is exceeded, the FRANKLIN COUNTY SCHOOL BOARD reserves the right to end the contract term early upon written notice to the contractor/vendor.
13. The resulting contract from award of this bid is subject to the laws and jurisdiction of the Commonwealth of Virginia.
14. It shall be understood and agreed between parties to a resulting contract that the FRANKLIN COUNTY SCHOOL BOARD shall not be obligated to purchase or pay for any products covered by such contract unless and until they are ordered and received by the buyer. Delivery of all items or services covered under this solicitation is a precondition of payment, and the FRANKLIN COUNTY SCHOOL BOARD shall have the option of withholding all payments due until the products have been delivered and services have been rendered. (unless otherwise specified in writing from Timothy Morrison, Director of Technology Services or J.T. Hodges, Purchasing Agent).
15. Should the delivery of any part of an order be delayed beyond the time specified or should any portion of the products delivered fail to comply with the attached specifications, the FRANKLIN COUNTY SCHOOL BOARD shall have the right to buy the item(s) or product(s) at market price for immediate delivery from another providing company.
16. Any potential contractor/vendor desiring to offer comments or suggestions concerning the enclosed bid may do so five (5) days before bid opening date in the Purchasing Office for the Franklin County Public Schools. However, the comments and suggestions shall not obligate the FRANKLIN COUNTY SCHOOL BOARD to include the comments and suggestions in the bid documents or addenda.
17. Any potential contractor/vendor may protest the award or decision to award a contract by submitting a written protest to the Purchasing Agent of the Franklin County Public Schools no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought. (Section 2.2-4360, Code of Virginia)
18. The potential contractor/vendor agrees that the FRANKLIN COUNTY SCHOOL BOARD, and any approving Federal or State Agency or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder which are pertinent to this project for the purpose of making an audit, examinations, excerpts, or transcriptions.
19. If it is determined that a potential contractor/vendor is not authorized by the Commonwealth of Virginia to sell the product or service being offered, or if a potential contractor/vendor is not an authorized distributor of the product or service being bid, the portion of the solicitation affected by these factors will be rejected.
20. Only one (1) sealed bid or proposal submission is allowed per single operating entity.

By signing this form, you and your firm agree to abide by the terms set forth in the General Terms and Conditions and will comply with all applicable Federal, State, and Local laws.

FIRM _____

AUTHORIZED SIGNATURE _____ **DATE** _____

FRANKLIN COUNTY PUBLIC SCHOOLS
Rocky Mount, Virginia

SPECIAL TERMS AND CONDITIONS

1. Purpose

The intent of this Request for Proposal (RFP) is to procure various computer hardware equipment and associated items for Franklin County Public Schools through the request for proposal solicitation process in compliance with the *Virginia Public Procurement Act*. The division only seeks to procure the equipment. All installations will be completed by school division staff. This will be a nonexclusive contract and no proposal will be accepted that in any way binds the FRANKLIN COUNTY SCHOOL BOARD to an exclusive agreement.

2. Competition Intended

It is the School Board's intent that this solicitation permits competition. It shall be the offerors responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3. Discrepancies

Should a offeror find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the School Board in writing, not later than ten (10) working days prior to the bid opening. Any changes to the solicitation that result from such a clarification request will be communicated through a written addendum and posted on the school division website. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the School Board 's.

4. Vendor's Minimum Qualifications

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation shall be cause for bid to be deemed non-responsible and rejected. The following criteria shall be met in order to be eligible for this contract:

1. The ability, capacity and skill to provide the services required without delay or interference.
2. Be able to provide more than courteous and adequate support to Franklin County Public Schools staff for the maintaining of network and related services.
3. Provide references of quality references from other educational intuitions including but not limited to other school divisions based in Virginia.
4. Be able to provide the most suitable products, systems, software as well as features of the manufactured components of the proposed system.
5. Proven financial stability as well as be able to provide a reasonable cost to the division to acquire needed equipment and associated items

5. Specifications

The FRANKLIN COUNTY SCHOOL BOARD is seeking to procure the following network equipment:

- **Standard Laptop**
- **Standard Desktop Computer**

6. Terms and Conditions

6.1. Terms and Conditions

The Contract with the successful offeror will contain the following Terms and Conditions. These Terms and Conditions are not negotiable.

6.2. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than the Purchasing Agent, the Contract Administrator or his/her authorized representative(s) acting within their authority for the School Board. Any change to the Contract must be approved in writing by the Purchasing Agent.

6.3. Term

The Contract period shall cover the period from **July 1, 2021 and ending June 30, 2022**, or an equivalent period depending on the date of Contract award. This Contract may be renewed at the expiration of the initial term at the request of the School Board. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase.

6.4. Quantities and Shipping

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period. Quantities shown shall not be construed to represent any amount which the School Board shall be obligated to purchase under the Contract, or relieve the Vendor of its obligation to fill all orders placed by the School Board. Shipping and pricing shall be FOB Destination that includes the actual freight weight costs at the lowest and best overall rate upon that actual weight of the good to be shipped. All shipping containers shall be legibly marked and labeled on the outside of the shipping container with the purchase order number, commodity description and quantity.

6.5. Delays and Delivery Failures

Time is of the essence. The Contractor must keep the School Board advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Contract Administrator. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Contract Administrator, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the School Board may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the School Board for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the School Board owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the School Board as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.6. Material Safety Data Sheets (MSDS) or Safety Data Sheet (SDS)

By law, the School Board will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS). This SDS will be reviewed by the School Board, and if approved, the materials, product or chemical can be used. If the SDS is rejected, the Contractor must identify a substitute that will meet the School Board's criteria for approval.

6.7. Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Franklin County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Franklin County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, County of Franklin, Commonwealth of Virginia.

6.8. Payment of Taxes

All Contractors located or owning property in Franklin County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.9. Insurance

There will be no special insurance requirements by this solicitation beyond what is required by law.

6.10. Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the School Board from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, " School Board " and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the School Board or to reimburse the School Board for its attorney's fees and costs related to the claim. This section shall survive the Contract. The School Board is prohibited from indemnifying Contractor and/or any other third parties.

6.11. Safety

All Contractors and subcontractors performing services for the School Board are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.12. Permits

It shall be the responsibility of the Vendor to comply with County ordinances by securing any necessary permits.

6.13. Notice of Required Disability Legislation Compliance and Anti-Discrimination Compliance

The School Board is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians

with Disabilities Act of 1990. Specifically, the School Board, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

By submitting a proposal, the offering contractor/vendor does certify they conform to the provisions of any applicable Federal and Virginia State laws as well as regulations governing such subject matter.

6.14. Ethics in Public Contracting

The provisions contained in §§ 2.2 4367 through 2.2 4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the School Board. A copy of these provisions may be obtained from the Purchasing Agent upon request. The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2 498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.15. Drug-Free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.16. Substitutions

NO substitutions or cancellations are permitted after Agreement award without written approval by the Purchasing Agent. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the School Board agrees to a substitution. Requests for substitutions will be reviewed by the School Board and approval may be given by the School Board at its sole discretion.

6.17. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.18. Workmanship and Inspection

All items ordered as a result of this solicitation will be subject to thorough inspection to check for damages in shipping. Any damages in shipping shall be quickly resolved to the satisfaction of the Contract Administrator within 10 business days. Payment will be held until undamaged replacements have been secured at its final shipping destination on School Board property.

6.19. Cleaning Up

There will be no special clean up requirements as a result of this solicitation.

6.20. Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the School Board is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the School Board for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.21. Ordering, Invoicing, and Payment

All work requested under this Contract shall be placed on a School Board issued Purchase Order. The Contractor shall not accept credit card orders or payments. Upon delivery and acceptance of the equipment, the Contractor shall submit an invoice detailing the appropriate charges.

Invoices shall be submitted to:

**Franklin County Public Schools
Department of Technology Services
47 School Service Road Ext.
Rocky Mount, Virginia 24151**

Upon receipt of invoice and final inspection and acceptance of the services, the School Board will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

6.22. Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the School Board for work performed by a subcontractor under this

Contract, the Contractor shall either:

A. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under this Contract; or

B. Notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the School Board.

6.23. Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the School Board. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns

6.24. Termination

Subject to the provisions below, this Contract may be terminated by the School Board upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the School Board until said work or services are completed and accepted.

A. Termination for Convenience

The School Board may terminate this Contract for convenience in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.25. Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the School Board's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Director of Business and Finance, or his designee. The Director of Business and Finance shall render a decision within sixty (60) days of receipt of the appeal. No Contractor shall institute any legal action until all statutory requirements have been met.

Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.26. Severability

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.27. Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of law's provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Franklin. Contractor expressly waives any objection to venue or jurisdiction of the Franklin County Circuit Court, Franklin County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Franklin County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.28. Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR: TBD

TO FRANKLIN COUNTY PUBLIC SCHOOLS:

Timothy Morrison, Director of Technology Services
Department of Technology
47 School Service Road Ext.
Rocky Mount, Virginia 24151

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.29. Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the School Board, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.30. Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the School Board pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The School Board may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.31. Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to School Board buildings working in any capacity including supervision. The background check MUST be completed and received by the School Board Contract Administrator before any personnel can work on School Board property. If it is determined in the School Board's sole judgment, that an individual is not suitable due to the results of a background check, the School Board has right of refusal for that individual. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the Contract Administrator. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from School Board service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at School Board sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.32. Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Franklin. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the School Board or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the School Board, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the School Board may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Agreement.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the School Board as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. School Board Confidentiality

The School Board understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.33. Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.34. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event. The Contractor has no entitlement and School Board has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.35. Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, and Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.36. Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

By signing this form, you and your firm agree to abide by the terms set forth in the Special Terms and Conditions and will comply with all applicable Federal, State, and Local laws.

FIRM _____

AUTHORIZED SIGNATURE _____ **DATE** _____

7. Instructions to Bidders

7.1. Preparation and Submission of Solicitations

- A. Before submitting a solicitation, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on solicitation pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Department of Purchasing in a sealed container. The face of the sealed container shall indicate the solicitation number, time and date of opening and the title of the solicitation.
- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. Bids must be received by the Department of Purchasing prior to 2:00 p.m., local Atomic time on **Friday May 14, 2021**. An atomic clock is located in the Department of Purchasing and can also be verified by visiting <https://time.gov/>. Requests for extensions of this time and date will not be granted, unless deemed to be in the School Board's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their solicitations by the Department of Purchasing by the time and date fixed for acceptance of the bids. Solicitations or unsolicited amendments to bids received by the School Board after the acceptance date and time will not be considered. Solicitations will be publicly accepted and logged in at the time and date specified above.
- F. Each firm shall submit one (1) original of their solicitation to the School Board and two (2) more copies sealed in the same container.

7.2. Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all potential contractors. However, when requested, complex oral questions shall be submitted in writing. The Department of Purchasing is the primary point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other School Board staff regarding the solicitation may result in the disqualification of the offeror. Inquiries pertaining to the solicitation must give the solicitation number, time and date of opening and the title of the solicitation. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the solicitation opening date. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their solicitation. Addendums can be downloaded from the school division website.

Primary Contact:

CONTRACT ADMINISTRATOR: Timothy Morrison, Director of Technology Services
Voice 540.483.5128, Email tim.morrison@frco.k12.va.us

Secondary Contacts:

PROCEDURE ADMINISTRATOR: J.T. Hodges, Purchasing Agent
Voice 540.483.5538, Email jt.hodges@frco.k12.va.us

FACILITIES ADMINISTRATOR: Jason Guilliams, Director of Operations
Voice 540.483.5538, Email Jason.guilliams@frco.k12.va.us

FINANCIAL ADMINISTRATOR: C. David Terry, Director of Business and Finance
Voice 540.483.5138, Email david.terry@frco.k12.va.us

7.3. Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the solicitation shall be submitted to the Department of Purchasing prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

7.4. Firm Pricing for School Board Acceptance

Bid price must be firm for School Board acceptance for a minimum of ninety (90) days from solicitation opening date. "Discount from list" bids are not acceptable unless requested.

7.5. Unit Price

Offered unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.6. Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.7. Authority to Bind Firm in Contract

Offerors MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows: If a sole proprietorship, the owner may sign. If a general partnership, any general partner may sign. If a limited partnership, a general partner must sign. If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization. If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but the School Board requires that a corporate document authorizing him/her to sign be submitted with bid.

7.8. Correction or Withdrawal of Bids and Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the School Board's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the School Board or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.9. Subcontractors

All bidders shall include a list of all subcontractors with their bid. The School Board reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval by the School Board. Any such replacement shall be at no additional expense to the School Board nor shall it result in an extension of time without the School Board's approval.

7.10. Quantities

The quantities specified in this Request for Proposals are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the School Board shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the School Board. **NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE FRANKLIN COUNTY SCHOOL BOARD SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.**

7.11. Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.12. Late Bids

LATE bids shall be returned to bidder UNOPENED, if RFP number, opening date and bidder's return address are shown on the container.

7.13. Rights of School Board

The School Board reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the School Board. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.14. Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.15. Vendor Preference in Tie Bids

The Department of Technology and all other departments of the School Board making purchases of goods, services or construction shall give preference to goods, services or construction sold by School Board and State vendors, in that order, in all cases of tie bids, quality and service being equal.

7.16. Anti-Trust Violations

Tie bids may cause rejection of bids by the Department of Purchasing and/or prompt an investigation for Anti-Trust violations. By entering into a contract, the contractor/vendor, sells, assigns and transfers to the FRANKLIN COUNTY SCHOOL BOARD of Virginia, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States of

America and the Commonwealth of Virginia, relating to the particular goods and/or services procured under said contract.

7.17. Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost. Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest offeror. If the lowest offeror is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.18. Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the School Board reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible offeror to obtain a contract price within the funds available whenever such low offer exceeds the available funds. Negotiations with the low offeror may include both modifications of the bid price and the specifications/scope of work to be performed.

7.19. Notice of Award

A Notice of Award will be mailed to all contractors participating in this solicitation.

7.20. Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Purchasing Agent or the Director of Business and Finance.

7.21. Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the School Board, or in a procurement involving federal funds, by the Federal Government. A copy of the School Board 's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.22. Proof of Authority to Transact Business in Virginia

A bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Any bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov>.

7.23. Cooperative Procurement

There will be NO cooperative procurement offered or extended as part of this solicitation process.

7.24. Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions contained herein.

7.25. W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.26. Insurance Coverage

Upon request bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the School Board.

7.27. Legal Action

No vendor or potential vendor shall institute any legal action until all statutory requirements have been met.

By signing this form, you and your firm agree to abide by the terms set forth in the Special Terms and Conditions and will comply with all applicable Federal, State, and Local laws.

FIRM _____

AUTHORIZED SIGNATURE _____ **DATE** _____



OFFICIAL SUBMISSION SHEET

ATTACHMENT A

COMPUTER HARD EQUIPMENT

1. Standard Teacher Laptop

Specifications

- Current Generation Intel Core i7 2.8 GHz 12 MB Cache Equivalent or Better
- Windows 10 Pro 64
- 8GB DDR4 RAM Equivalent or Better
- 15" LCD Display Equivalent or Better
- 128GB Solid State Drive or Better
- HD Camera Integrated in Bezel and Integrated Mic
- 802.11 AX Wireless Card w/ Bluetooth 5.1 Equivalent or Better
-

Projected Quantity Needed: 116 ESTIMATE ONLY | SUBMITTED PRICE _____ each

****Quantity Needed is one-time bulk purchase estimate | pricing must remain unchanged for individual purchases for the 2021-2022 School Year****

2. Standard Desktop Computer

Specifications

- Small Form Factor (No Ultra Small Form Factor)
- Current Generation Intel Core i7 2.8 GHz 12 MB Cache Equivalent or Better
- Windows 10 Pro 64
- 16 GB DDR4 RAM Equivalent or Better
- 256GB Solid State Drive or Better
- 802.11 AX Wireless Card w/ Bluetooth 5.1 Equivalent or Better
- 1GB Integrated NIC or Better
- Keyboard and Mouse
- Graphics with ability for dual monitors

Projected Quantity Needed: 5 ESTIMATE ONLY | SUBMITTED PRICE _____ each

****Quantity Needed is one-time bulk purchase estimate | pricing must remain unchanged for individual purchases for the 2021-2022 School Year****

SPECIAL NOTICE: The use of brand names in this solicitation shall not restrict potential vendors and/or contractors to a specific brand, make or manufacturer named, but conveys the general style, type, character and quality of the article desired. The potential contractor/vendor is responsible to clearly and specifically identify the products being offered (i.e. brand names, specific product specifications, and descriptive literature or internet links).

The School Board reserves the right to conduct and test/inspection it may deem advisable and necessary to assure that offered services, equipment and associated items meet or exceed specifications.

As part of your submission you MUST attach the following:

1. **Proof of authority to transact business in the Commonwealth of Virginia including a completed Federal W-9 form.**
2. **Proof of trade certifications.**
3. **Service response list: A list of your company contacts for service requests including “emergency” contact information.**
4. **Description of how your company meets the minimum qualifications as described in this solicitation.**

By signing this form, you and your firm agree to abide by the terms set forth in the Special Terms and Conditions and will comply with all applicable Federal, State, and Local laws.

FIRM _____

AUTHORIZED SIGNATURE _____ **DATE** _____