

SPECIFICATIONS

Kalamazoo Public Schools
Network Electronics & UPS

PROJECT NUMBER
KPS 2583

REQUEST FOR PROPOSAL
January 15, 2018



6395 Technology Avenue • Kalamazoo, MI 49009
269-375-8998 • www.secantcorp.com

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1 Schedule of Events

Specifications Released

1/15/2018

Project Specifications are available from:
Melissa Miller
Fax: 269-375-4222
Email: mmiller@secantcorp.com

Pre-bid Meeting

1/30/2018 @ 3:00 p.m. EST

Kalamazoo Public Schools - Technology Services
600 West Vine Street
Kalamazoo, MI 49008

Deadline for Intent-to-Bid Notification

2/09/2018 @ 5:00 p.m. EST

All prospective bidders should provide notification of their intent to bid by fax or e-mail to:
Melissa Miller
Fax: 269-375-4222
Email: mmiller@secantcorp.com

Deadline for questions

2/09/2018 @ 5:00 p.m. EST

Melissa Miller
Email: mmiller@secantcorp.com

Bid Due Date

2/16/2018 @ 3:00 p.m. EST

Late bids will not be accepted.

*It is **solely** the responsibility of the bidder to ensure that their bid is received and signed-in, at stated location, prior to the due date and time. For bids that are not hand-delivered by a representative of the Contractor, it is recommended that the bidder verify with School Administration office staff that their bid is received and signed-in prior to the stated due date and time.*

Deliver bids to:

Kalamazoo Public Schools - Technology Services
Attn: Scott Patrick
600 West Vine Street
Kalamazoo, MI 49008

Provide three (3) sealed copies of your response. Also include (1) electronic copy of the complete bid response on USB media.

Bids must be clearly marked:

NETWORK ELECTRONICS & UPS - PROJECT KPS 2583 - BID RESPONSE – DO NOT OPEN

Bid Bond: 5% bid bond is required – Cashiers Check or Bond

Performance Bond is required

No bids may be withdrawn for at least ninety (90) consecutive calendar days following the bid opening.

The Owner reserves the right to accept or reject any and all bids, alternatives, or proposals that, in his judgment, serve his best interests.

The Owner reserves the right to award individual sections to different contractors

The Base Bid shall be a lump sum amount, for the work as set forth in the Bidding Documents.

Public Bid Opening Meeting

2/16/2018 @ 3:01 p.m. EST

Kalamazoo Public Schools - Technology Services
600 West Vine Street
Kalamazoo, MI 49008

Clarifications for Bidders

All questions/requests for clarification shall be addressed to mmiller@secantcorp.com. Questions will be compiled and answered through Addenda that will be accessible through the Secant bid document download portal at <http://bids.secantcorp.com/KPS2583>

Questions/requests for clarification **must** be submitted by the Deadline for Questions date/time listed in this section. Questions received after this date/time will not be answered.

Bidders are not to contact the Owner directly for information or clarification regarding this project.

2 Terms and Conditions

2.1 SALES TAX

The Contractor shall be responsible for the payment of any tax obligation it may incur in connection with the work of this project, including but not limited to State sales and use taxes. The cost of these shall be included in the bid price.

2.2 PERFORMANCE AND PAYMENT BOND

- A. If the total bid amount exceeds \$50,000.00, acceptable bidders shall be required, as a condition precedent to award of contract, to furnish satisfactory Performance Bond and Labor and Material Payment Bond in the amount of 100% of the contract price.
- B. The bidder shall deliver the required bonds to the Owner within 15 days after award of the contract. If the work is to be commenced prior thereto in response to a letter of intent, the bidder shall submit evidence to the Owner that such bonds will be furnished prior to commencement of the work.
- C. The proposed bonding company of the bidder shall be acceptable to the Owner. The Owner shall be listed as obligee on the bond.
- D. Contractor will not be allowed onto the project work site to begin work until after submittal of required bonds to the Owner.
- E. All costs for the Performance Bond and Labor and Materials bond must be included with base bid response.

2.3 BID SECURITY

- A. Each Proposal shall be accompanied by Bid Security pledging that the bidder will enter into a contract with the Owner on the terms stated in the Proposal, and will furnish Bonds as described herein. Should the bidder refuse to enter into such contract or fail to furnish satisfactory Bonds and insurances as required after Notice to Proceed, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Security shall be in the amount of five percent (5%) of the Base Bid(s).
- C. Bid Security may take the form of a Bid Bond, Certified Check, Cashier's Check, or a Money Order. When submitting a Certified Check, Cashier's Check or Money Order for multiple Bids, it is recommended that a separate check or money order accompany each bid. **AN UNCERTIFIED PERSONAL OR COMPANY CHECK DOES NOT CONSTITUTE A BID SECURITY.**
- D. The Owner will have the right to retain the Bid Security of bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all bids have been rejected.

2.4 INSURANCE

- A. Limitation of Liability – By signing the bid, the bidder acknowledges that he/she is skilled and experienced in the use and interpretation of the Specifications. He/she has reviewed the Specifications for this project and has found them to be free of ambiguities and sufficient for Bid purposes. He/she has based his/her Bid solely on these documents and observations and has not relied in any way on any explanation or interpretation, oral or written, from any other source.
- B. Insurance Required – Prior to commencement of the work, the Contractor shall provide to the Owner satisfactory proof of insurance and maintain during the term of the project such insurance as will protect him and the Owner from claims arising out of the Work described in this contract and performed by the Contractor or Subcontractors consisting of:
 - 1. Worker's Compensation Insurance including Employer's liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the State of Michigan, disability benefit laws, if any or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime

- employment, or Railroad Compensation Acts, if applicable. Self-insurance plans approved by the regulatory authorities in the State of Michigan are acceptable.
2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:
 - a. All premises and operations.
 - b. Explosion, collapse, and building damage.
 - c. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 - d. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the Supplemental Conditions section of this Contract.
 - e. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - f. Products and Completed Operations coverage. This coverage shall extend through the Contract guarantee period.
 3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
 4. Umbrella or Excess Liability: The Owner, for this project may waive the umbrella or excess liability coverage under the "Limits of Liability" below. This coverage may be considered when awarding this contract, however, it is not a requirement of this contract. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to his automobile liability insurance. The Owner, Kalamazoo Public Schools, shall be listed as Additional insured.
 5. Property Insurance: The Contractor shall be solely and exclusively responsible for all of its equipment and materials used or located at the Project. The Owner is hereby released and shall not have any liability of any kind whatsoever for any damage, destruction, vandalism, theft or any other loss of any kind to Contractor's equipment and materials used or located at the Project.
 - a. The Contractor shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are included in an application for payment.
- C. Limits of Liability – The required limits of liability for insurance coverage required under "Insurance Required" above shall be not less than the following:
1. Workers Compensation

Coverage A – Compensation	Statutory
Coverage B – Employer's Liability	\$1,000,000.00
 2. Comprehensive General Liability

Bodily Injury – Each Occurrence	\$1,000,000.00
Bodily Injury – Aggregate	
-

(Completed Operation)

		\$1,000,000.00
	Property Damage – Each Occurrence	\$1,000,000.00
	Property Damage – Aggregate or combined single limit	\$1,000,000.00
3.	Comprehensive Automobile Liability	
	Bodily Injury – Each Person	\$1,000,000.00
	Bodily Injury – Each Occurrence	\$1,000,000.00
	Property Damage – Each Occurrence or combined single limit	\$1,000,000.00
4.	Umbrella or Excess Liability	\$2,000,000.00

D. Insurance – Other Requirements

1. Notice of Cancellation or Intent Not to Renew – Policies will be endorsed to provide that written notice shall be given to the Owner of cancellation or of intent not to renew.
2. Evidence of Coverage – Prior to commencement of the Work, the Contractor shall furnish to the Owner, Certificates of Insurance in force. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain detail of coverage not provided by the certificates. Such policy copies shall be “Originally Signed Copies,” and so designated.
3. Qualification on Insurers – In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than XII and a policyholder’s service rating no lower than A+ as listed in A.M. Best’s Key Rating Guide, current edition. Companies with ratings lower than A+: XII will be acceptable only upon written consent of the Owner.
4. Subrogation Clause – The following subrogation clause shall appear in all policies of insurance, “Subrogation Clause – It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.”
5. Additional Insured Provision on Policy(ies) is to read as follows:
“The Kalamazoo Public Schools, its elected or appointed officers, officials, employees and volunteers are included as insured with regard to damages and defense of claims arising from:
 - a. activities performed by or on behalf of the Named Insured,
 - b. products and completed operations of the Named Insured,
 - c. premises owned, leased or used by the Named Insured, or
 - d. the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured.”
6. Secant Technologies shall also be listed as Additional insured.
7. The insurance afforded to the additional insured is primary insurance. If the additional insured entities have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the insurance company’s liability under this policy shall not be reduced by the existence of such other insurance.

2.5 ENVIRONMENTAL STATEMENT AND RESPONSIBILITY OF CONTRACTORS AND SUBCONTRACTORS

- A. It shall be the responsibility of the Contractor to pay any and all costs incurred from the clean up related to any environmental hazard created by means of release, spill, leak or any other means of contamination caused by accident or negligence.
- B. It shall be the responsibility of the Contractor to dispose of any product(s) and/or material following EPA, DNR, and local applicable laws and regulations.
- C. It shall be the responsibility of the contractor, if required, to purchase the proper permits and notify the proper authorities prior to commencing said project or, should a “release” take place, to notify proper authorities of any such release.
- D. It shall be the responsibility of the Contractor to maintain on site a blood borne pathogen plan and all necessary safety supplies associated with any spill or clean up that may occur. Contractor shall, prior to commencement of any site activities, supply to the Construction Manager, a written description of its site specific safety plan and accident prevention program. This shall serve as proof of compliance with the foregoing provisions and for coordination with the safety programs of other trade contractors.
- E. The Contractor shall not use the Owner’s dumpsters for any materials of any kind.
- F. Please be aware that Kalamazoo Public Schools buildings contain various types of asbestos containing material (ACBM). Each building has been previously inspected with locations of ACBM being identified within the Asbestos Management Plan book located in each building’s administration office. This binder will identify known locations of asbestos materials within that particular building.

Asbestos containing materials include, but are not limited to: floor tile, linoleum, plaster, pipe insulation, spray on material to walls and ceilings/support structures, wallboard, and gaskets. If any building materials that are known or suspected of containing asbestos are encountered, stop work in that area immediately. It is Kalamazoo Public Schools policy that no outside contractor may touch ACBM without explicit permission from Facilities Management. Owner’s representative will take samples and analyze and provide further instruction. Contractor is responsible for any fiber release that results in fiber concentration above the Permissible Exposure Limit (P.E.L.).

- G. The Contractor shall submit verification and confirmation of the above.

2.6 Quality Assurance

2.6.1 Materials

Furnish only new, first-class quality materials and equipment to be delivered, erected, connected and finished in every detail, selected and arranged to fit properly into spaces. Where no specific kind or quality of material is specified, furnish first-class quality standard article, approved by Owner.

2.6.2 Current Versions

Supply most current version of all products being provided. Prior and/or old versions of products, unless specifically identified as an exception to this requirement, in this document or its subsequent addenda and/or bulletins, shall not be acceptable. In cases where a newer version of a product is available at the time of installation, request a clarification from the Owner, in writing, via fax, electronic mail, or letter, on which product is to be used.

2.6.3 Standards Compliance

Comply with latest edition or revision of each standard of code mentioned in these specifications for use in the intended environment as follows:

- American Insurance Association (AIA)
- American Insurance Service Group (AISG)
- American National Standard Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- Alliance for Telecommunications Industry Solutions (ATIS) Bellcore
- Building Officials and Code Administrators International, Inc. (BOCA)
- Ceilings and Interior Systems Construction Association (CISCA)

Electronics Industries Association (EIA)
Federal Communications Commission (FCC)
Federal Information Processing Standards (FIPS)
General Services Administration (GSA)
International Conference of Building Officials (ICBO)
Institute of Electrical and Electronics Engineers, Inc. (IEEE)
International Organization for Standardization (ISO)
International Telecommunication Union (ITU) (Formerly CCITT)
National Electrical Manufacturers Association (NEMA)
National Fire Protection Association (NFPA)
National Electrical Code (NEC) – NFPA 70-1993
Telecommunications Industries Association (TIA)
Underwriters' Laboratories (UL)
National Institute of Standards and Technology (NIST)
National Technical Information Service (NTIS)
Occupational Safety and Health Administration (OSHA)
Rural Utilities Services USDA/RUS (RUS Formerly REA)
State and Local Municipality Codes and Ordinances
Building Industry Consulting Service International (BICSI)

Where conflicts occur between codes and standards, or between codes and standards and Specifications and Plans, the one establishing the more stringent requirements shall be followed.

2.7 Contract Documents

This document along with the completed Bid Form and Proposal Documents shall constitute the Contract Documents by which performance of work shall be judged. The Owner's consultant shall be the judge of performance regarding all work. Standard AIA contracts between Owner and Contractor will be executed.

2.8 Conformance

The Contractor warrants that all workmanship, materials, and equipment incorporated in this work will be of good quality and in conformance with the Contract Documents.

2.9 Quality Standard

The Contract Documents establish a standard of quality that the Owner has determined to be necessary for the project. It is mandatory that items of material and equipment conform to the Contract Documents and meet the quality standards in every respect.

2.10 Conformity of Work

Execute all work in conformity with best practice to accommodate work to environment and surroundings. Perform all work in accordance with drawings, manufacturer's instructions, shop drawings, this specification, and other Contractors and Vendors.

2.11 Coordinate Locations

Coordinate locations and arrangements of equipment with requirements of all other Contractors, Vendors and Owner. In cases of technical configuration or implementation difficulties, or if simplified installation is made possible by slight variance, bring such conditions to attention of Owner, in writing, via fax, electronic mail, or letter. Changes in arrangements may be made only if authorized by Owner.

Drawings are diagrammatic and indicate the general arrangement of systems and work included in these documents. Final placement and arrangement are the responsibility of the Installing Contractor.

2.12 Work Definition

Below is an outline of specific work the Contractor shall be responsible for performing:

- Project Management
- Systems Engineering
- Construction Scheduling
- Installation
- Configuration

Testing
Documentation
Owner Orientation or Training

2.13 General Duties

2.13.1 Supervision

The Contractor shall plan, direct, supervise, coordinate, and perform the work.

2.13.2 Owner Policies and Procedures

1. A no smoking policy is in effect at all times for all areas on school property.
2. The consumption of drugs or alcoholic beverages by the Contractor's employees, or any subcontractor's employees, shall be prohibited on the Owner's property. The Contractor shall remove from the site, any employee or employee of a subcontractor, who is vulgar, offensive, or who is under the influence of drugs or alcohol.
3. Firearms, knives, and any other weapons are not allowed on school property. This includes weapons stored in vehicles parked on Kalamazoo Public Schools property.

2.13.3 Qualified Personnel

Only certified, skilled, dependable persons who meet with the Owner's approval at all times in every capacity shall be utilized. All personnel shall be permanent, full-time employees of the Prime Contractor.

2.13.4 Product Delivery and Liability

The Contractor shall take responsibility for the delivery and installation of all equipment specified in the Bid Proposal. This shall include loss or damage during shipment or installation. The Contractor warrants that all materials and equipment incorporated in the work shall be new, unless otherwise specified in the Bidding Documents. The Contractor warrants that all materials and equipment incorporated in the work shall be free from faults and defects. The Contractor shall inspect all product shipments for damages and promptly replace damaged product. No damaged product shall be stored on site.

2.13.5 Structural Damage

The Contractor shall replace or repair any damage to structure, finishes, or resulting from work performed by the Contractor. The Contractor shall REPLACE any damaged ceiling tiles.

2.13.6 Incidentals

The Contractor shall provide any incidental material, labor, or detail omitted from the Bid Proposal, yet required by governing codes and standards, local regulations, trade practices, operational functions, or good workmanship, as part of the contract work without extra charge.

2.13.7 Deviations

Deviations from Plans or Specifications shall not be permitted except upon written permission from Owner.

2.14 Project Management

The Contractor shall provide complete project management for all aspects and phases of the project, including the following:

2.14.1 Project Manager

The Project Manager shall be experienced. He/She shall have managed at least three similar projects of similar scope. The project manager shall be authorized to make decisions on behalf of the company. The project manager shall inspect work and direct the crew on an on-going basis.

2.14.2 Planning and Management

Building work shall be coordinated with the construction manager, Owner's technology consultant and/or the Owner's representative.

2.15 Time and Scheduling

2.15.1 Owner Possession

It is the intention of the Owner to take possession of the Work by the established completion date or earlier, within the shortest time possible consistent with good construction practices.

2.15.2 Schedule of Work

Upon award of the contract, the Contractor shall meet with the Owner to prepare an agreed upon schedule of work. This schedule shall provide the Owner with dates upon which stages of the work may be reviewed or inspected. The Contractor shall keep the Owner informed at all times of any modifications to the agreed upon schedule.

2.15.3 Delay of Work

If the work is delayed through the fault of the Owner (or of any separate contractor employed by the Owner or of any condition by the Owner beyond the Contractor's control) the schedule may be extended within a period agreed upon by the Owner and the Contractor. The Contractor shall notify the Owner, in writing, of any condition or situation that in the Contractor's opinion warrants an extension of Contract Time.

2.15.4 Time Extension

The Contractor shall not be entitled to additional compensation or damages due to delays, interference's or interruptions to the Work or the Project, but shall be entitled only to an appropriate extension of time in accord with the General Conditions of the Contract for Construction.

2.16 Contractor Inspection of Work

The Contractor shall promptly facilitate inspection and testing of the Work regardless of expense as necessary or as requested by the Owner, regardless of whether or not the Work in question is his own or that of a subcontractor. The costs for such tests or inspections shall be born as follows:

2.16.1 Contractor Deficiencies

If such tests or inspections reveal deficiencies as measured by Construction documents or an independent consultant/testing agency, the Contractor shall bear all costs incurred to correct such deficiencies, including the cost of testing and inspection, and the cost to reconstruct any work by testing or inspection or by the correction of any deficiency.

2.16.2 Other Deficiencies

If such test and inspections do not reveal deficiencies attributable to the Contractor, the Owner shall bear all costs incurred including the cost of testing and inspection, and the cost of reconstruction. Contracts shall be modified by Change Order to reimburse the Contractor for costs.

2.17 Inspection of Work

The Owner's Consultant will inspect and "punch" the project. The Contractor is responsible to correct any issues brought forth at no additional expense to the Owner.

Retainage, as presented in this document, will be dependent on complying with the final "punch out" list.

2.17.1 Deficiencies

The Contractor shall replace, repair or otherwise correct all deficiencies in the Work during the construction of the Project, within two years after the date of substantial completion, within the time period prescribed in any special warranties and guarantees, and any longer period prescribed by law.

2.17.2 Owner Option

The Contractor shall expediently correct all deficiencies brought to his attention in writing by the Owner or Owner's Consultant. If, in the opinion of the Owner, the Contractor fails to correct deficiencies, or fails to act expeditiously to correct deficiencies, the Owner may:

2.17.2.1 Accept Deficiencies

Accept the deficiencies in the Work, and reduce the Contract Sum of the Contractor at fault by a unilateral Change Order issued and signed by the Owner in an amount to be determined by the Owner.

2.17.2.2 Deficiencies Removed

Have the deficiencies removed in any reasonable manner available to the Owner, and charge the Contractor at fault for the costs incurred, or reduce that Contractor's Contract Sum by a unilateral Change Order issued by the Owner for the costs incurred.

2.18 Cost of the Work

The Contractor shall pay all costs of the Work including, but not limited to, labor, materials, equipment, tools, transportation, freight, taxes, royalties, patent fees, support facilities, construction equipment, water,

heat, utilities, supervision, overhead, and all other items necessary for the proper execution and completion of the Work.

2.19 Legal Compliance

The Contractor shall comply fully with all laws, statutes, ordinances, rules, regulations, codes, and lawful orders applicable to their work, including employment regulations, unless specifically exempted from compliance by the Contract Documents. Where local codes differ from codes of broader jurisdictions, the more stringent code shall apply. The Contractor shall promptly notify the Owner in writing, of items in the plans or specifications for this project that violate any applicable codes.

2.20 Permits

Unless otherwise specifically stated in the Contract Documents, the Contractor shall apply for, secure, and pay for all permits, licenses, and fees. The Contractor shall schedule, conduct or perform all tests, and give all notices required by governmental units for the Work of his Contract.

2.21 Site Housekeeping

The Contractor shall be responsible for his own site housekeeping and clean up of any waste generated in the execution of his Work. Unless otherwise specified, the Contractor is responsible for suitable off-site disposal of their waste and debris.

2.22 Cleanup

Clean all equipment at time of substantial completion including the interiors and exteriors of all cabinets, furniture, and equipment enclosures. Clean out all debris and rubbish related to the installation of all components for all work locations within the building. All equipment shall appear in first class new condition.

2.23 Cutting and Patching

Do all cutting and patching necessary for installation of work with approval of the Owner. Do not impair strength or function of work being cut or patched, e.g., do not weaken structural members; maintain watertight integrity where necessary. Use rotary type drilling tools and concrete cutting saws to cut concrete and masonry walls. Use rotary type drilling tools to cut cabinets where knockouts are not available and cable access is required. Do not use torches for cutting metal.

2.24 Fire-stopping

Provide firestop as required at all penetrations through fire rated or smoke rated walls, floors, or other surfaces. Replace or reinstall firestop material on all existing penetrations where others have installed firestop.

2.25 Coordinate Schedule

The Contractor shall conduct all work in coordination with the schedule of construction published by the Construction Manager.

The Contractor shall adhere to any and all conduct requirements of the Owner, Owner's Representative, or Construction Manager. It is the contractor's responsibility to familiarize staff with any conduct requirements and adhere to the requirements.

2.26 Attendance at Meetings

The Contractor shall be responsible for attending all meetings as required by the Owner, Technology Consultant and Construction Manager.

2.27 Installation

The Contractor shall adhere to manufacturer's specifications during installation of all hardware and software.

2.28 Review of Documentation

Upon completion of work, the Contractor shall meet with the Owner to deliver and review system documentation, including test results. The work shall not be considered complete until the Review of Documentation has been completed.

2.29 Acceptance

All construction and installation work shall be done in a thorough and workman-like manner in accordance with the Plans, Specifications, and Construction Drawings and shall be subject to acceptance by the Owner.

2.30 Payment

2.30.1 Submission of Invoice

Requests for payment must be received by Secant Technologies before the 8th day of the month. AIA form G702/G703 must be used. Provide three notarized copies of each pay application for approval. The contractor's request for payment will be processed the following month after it is received.

Contractor will not be paid if Certificate of Insurance has not been provided prior to submission of G702/G703 forms. Additionally, if Contractor wishes to request payment for Stored Materials, Certificate of Insurance must state that Stored Materials are insured.

2.30.2 Payment of Invoice

Invoices in question shall be communicated to the Contractor within eight (8) business days of reception.

2.30.3 Retainer

Ten percent (10%) of all invoices will be retained. Retained amount will be paid within 60 days of final acceptance.

2.31 Contract Change Orders

The process for contract change orders shall be as follows:

- Technology Consultant request for change order quote from Contractor
- Contractor shall use add/delete unit cost pricing from bid forms
- Technology Consultant shall review quote. If no further changes are deemed necessary, Technology Consultant shall forward to the Owner for written approval to proceed.
- Upon Owner approval, Technology Consultant shall create an authorization to proceed and distribute to Contractor and Owner for approval signature.
- Upon final signature execution, Contractor shall proceed
- For miscellaneous work that does not have a stated add/delete cost on bid forms, the stated hourly labor rate and markup %, listed on the bid forms, shall apply.

The Contractor shall not perform any additional work without following this process. Direct requests from school personnel does not constitute a notice to proceed, and any such work performed by the Contractor, without following the procedures listed in this section, will not be reimbursed by the Owner.

3 Universal Service Fund (USF) Conditions

3.1 Identification Number

The service provider's USF Service Provider Identification Number (SPIN *must* be including in the Bid. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administration Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.

3.2 FY2018 Funding Requests

The specified products and/or services are to be provided for FY2018 (July 1, 2018-June 30, 2019) and must qualify for universal service discounts under the FY2016 universal service support mechanism, E-Rate. The *E-rate Modernization Order* permits applicants to seek support for Category 2 eligible non-recurring services purchased on or after April 1, three months prior to the start of the funding year on July 1. No invoices to USAC/SLD will be DATED or PAID before July 1, 2018.

3.3 Universal Service Discounts

The service provider contract is conditional upon the District receiving universal service discounts under the FY2018 universal service support mechanism, E-rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.

3.4 Universal Service Discount Implementation

The District reserves the unrestricted right to specify the filing option for the universal service discounts for each product and/or service offered within a Bid: Billed Entity Applicant Reimbursement (BEAR) or Service Provider Invoice (SPI).

3.5 Eligible Products and Services

The USF eligible products and/or services identified on the USAC FY2018 Eligible Services List, which is incorporated herein by reference, must be identified separately from any and all "ineligible" products and/or services in the Bid.

3.6 Project Funding Requirements

This project is entirely conditional upon receiving written notification in the form of a Funding Commitment Decision Letter from the USAC/SLD that the District has been approved for E-Rate Funding. If the District receives less than the full E-Rate Funding for which it applies, the District has the unrestricted right to reduce the number of units and services in the accepted Bid. In the event that E-Rate Funding is not available for the accepted Bid, District, in its discretion, may cancel and/or modify the Scope of Work (SOW) and subsequent purchases requested in this RFP.

3.7 Lowest Corresponding Price

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate applicant for similar services. Service Providers cannot charge E-rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.

4 Project Overview

4.1 Introduction

Kalamazoo Public Schools is soliciting bids from qualified bidders for the following:

Network Electronics & UPS

Kalamazoo Public Schools will award bids to a single or multiple vendors to obtain a final outcome that is in the best interest of the district. Primary contractors may use subcontractors as part of their solution. If Prime Contractor utilizes Sub-Contractor(s), the Sub-Contractors must possess all certifications/multiplier authorizations as listed in this RFP. Additionally, the bidder must supply separate Vendor Profile form and References specific to the Sub-Contractor(s) with the bid submittal at time of bidding.

4.2 Work Sites

- KPS Administration, 1220 Howard St., Kalamazoo, MI 49008
- Arcadia Elementary, 932 Boswell Lane, Kalamazoo, MI 49006
- Edison Environmental Science Academy 924 Russel St., Kalamazoo, MI 49001
- El Sol Elementary, 604 W. Vine St., Kalamazoo, MI 49008
- Greenwood Elementary School, 3501 Mooreland St., Kalamazoo, MI 49001
- Indian Prairie Elementary School, 3546 Grand Prairie Rd., Kalamazoo, MI 49006
- King-Westwood Elementary School, 1100 Nichols Rd., Kalamazoo, MI 49006
- Lincoln International Studies School, 912 N. Burdick St., Kalamazoo, MI 49007
- Milwood Elementary School, 3400 Lovers Lane, Kalamazoo, MI 49001
- Northeastern Elementary School, 2433 Gertrude St., Kalamazoo, MI 49048
- Northglade Montessori School, 1914 Cobb Ave., Kalamazoo, MI 49007
- Oakwood, 3410 Laird Ave., Kalamazoo, MI 49008
- Parkwood-Upjohn Elementary School, 2321 S. Park St., Kalamazoo, MI 49001
- Prairie Ridge Elementary School, 2294 S. Ninth St., Kalamazoo, MI 49009
- Spring Valley Center for Exploration, 3530 Mount Olivet Rd., Kalamazoo, MI 49004
- Washington Writers' Academy, 1919 Portage St., Kalamazoo, MI 49001
- Winchell Elementary School, 2316 Winchell Ave., Kalamazoo, MI 49008
- Woods Lake Elementary, 3215 Oakland Dr., Kalamazoo, MI 49008
- Woodward School for Technology and Research, 606 Stuart Ave., Kalamazoo, MI 49007

4.3 Project Schedule

Work must be performed and invoiced over the summer of 2018.

Contractor shall provide the sufficient skilled manpower to complete all work on schedule and according to project phasing requirements, including working additional shifts, weekends and holidays as required. All labor costs, including second shift, weekend and holiday shall be included in the base proposal. Owner will not approve additional labor charges.

4.4 Prevailing Wage

Projects within this Request for Proposal do not require prevailing wages.

4.5 Project Funding

Items for this project, and within this RFP, will be funded via bond funds and/or USF E-Rate funding. As such, all rules/regulations, as mandated by bond-funded projects in the State of Michigan and by the USAC Universal Services Fund (aka E-Rate), shall be followed.

4.6 Employee Background Checks

All employees of contractors or sub-contractors that will be working on site at any Kalamazoo Public Schools building must have a criminal background check on file.

The background check shall include a Misdemeanor, Felony and Federal Criminal check, as well as a Sexual Offender check. These checks can be administered by a government agency or by a private company and will be acquired at the contractor's expense. The background check results shall be maintained by the contractor, and names of the candidates who have passed the background checks, submitted to the Construction Manager, Owner, or Technology Consultant if requested. All costs for background checks are the sole responsibility of the Contractor.

4.7 Contractor Daily Site Log

The Contractor's site Project Manager shall maintain a daily log of all Contractor personnel that is on-site. This log shall contain the personnel name, building locations and time in/out for each day. Copies of this log shall be provided to the Owner and/or Technology Consultant monthly or upon request.

4.8 Contact

All inquiries for this RFP should be in writing and can be faxed or e-mailed to:

Melissa Miller
Secant Technologies
Fax: 269-375-4222
E-Mail: mmiller@secantcorp.com

The Owner ***IS NOT*** to be contacted with inquiries related to this RFP.

4.9 Owner's Technology Consultant

Kalamazoo Public Schools has contracted with Secant Technologies to provide design and project management services for the technology included in this RFP. Contractor will be responsible to coordinate all design and installation details with Owner's Consultant, Secant Technologies.

4.10 Pay Application Process

All applications for payment must be submitted by Contractor using AIA Forms G702 and G703. Forms MUST be sent directly to:

Secant Consulting
Project: KPS 2583
6395 Technology Ave.
Kalamazoo, MI 49009
Attn: Melissa Miller

Or e-mail to:
payapplications@secantcorp.com

Failure to follow these instructions will result in delay of payment.

Any pay application submitted, must include any approved contract change-orders that are approved prior to the pay application submittal date.

4.11 Final Payment - Required Documentation/ Closeout Documentation

Final Payment to the Contractor will not be paid until all closeout documentation is turned over to the Owner. Closeout documentation shall be provided on flash-based USB. Closeout documentation shall include:

- Product owner/user manuals
 - Detailed product warranty terms/conditions
 - Proof of product/warranty registrations with manufacturers
 - Support contact information for installing Contractor and Manufacturer(s)
 - Detailed configuration documentation
 - Floorplan "as-builts" indicating product locations, IP addresses, Cable ID identifier for AP's, etc.
-

- Any applicable product license information (product, license active date, projected license expire date, etc)
- Training/orientation handouts
- Any other documents defined in other sections of this specification as a requirement of the Contractor

4.12 Warranty

All hardware, equipment, jumpers, patch cords, as well as all workmanship and labor, will be warranted for a period of not less than one (1) year from the date of completion of each phase of this project unless stated otherwise. Manufacturer hardware warranties shall be as defined by each manufacturer's warranty terms and conditions.

4.13 General Installation

The Vendor will be responsible to furnish, set in place, and install all equipment, unless otherwise noted. The installation process includes, but is not limited to the following:

- Receive all equipment on behalf of the Owner.
- Provide inventory receipt of all equipment to Owner.
- Store all equipment until the equipment is installed according to specifications.
- Transport devices and all components to designated locations.
- Cable and configure all components as needed.
- Complete configuration as specified.
- Demonstrate successful installation.
- Discard all trash packaging at locations designated by the Owner.
- Asset tagging of any/all equipment as required by Owner.
- Provide documentation as specified
- Provide, as part of closeout documentation, a Microsoft Excel-based spreadsheet detailed product information for all products being installed. Information shall include: building, product manufacturer, product model number, product serial number, product MAC address, product IP address and product network name
- Owner Orientation and Training.

4.13.1 Asset Tagging

Owner will provide asset tags for major equipment components. Vendor shall affix tags to equipment as instructed by owner and shall maintain an asset tag worksheet that records the type of equipment, serial number and installation location for all items tagged. Asset tagging shall be coordinated with the Technology Department.

4.13.2 Workmanship

All work shall have a finished appearance. The contractor shall supply and repair / install all trim, covers, fixtures, carpet, ceiling tile, paint, hardware, brackets, etc., as needed.

4.13.3 Floor Plans and Diagrams

The floor plans and diagrams provided with this document are considered part of this specification document.

4.14 Proposal Format

4.14.1 Bid Forms

All bidders submitting a response to this RFP must complete all bid forms provided. At least three references must be provided on the Technology Reference form. Bid forms are available in Microsoft Word format upon request. Bid forms are not be altered. References shall be for projects of similar size and functional scope.

4.14.2 Executive Summary

Bidders should include an executive summary that gives an overview of their response. Please include any pertinent information not specifically asked for on the bid forms.

4.14.3 Material Lists

Include a detailed Materials List for each section of your response. It is important that all items are listed. It will not be assumed that items are included, unless they are specifically listed. Material Lists shall

include line item pricing and model numbers for all major components, cables and labor. Not supplying these line-item material lists, including line item pricing, with bid response is cause for dismissal of a bid.

4.14.4 **Cut Sheets**

If bidding the EXACT products listed in the basis of design detail of the product sections of this RFP, product cut sheets are not required and it is requested that you do not include in you bid submittal binders. If bidding “equivalent” products of a different manufacturer and model, bidders ARE TO INCLUDE detailed product cut sheets listing detailed technical and feature specifications to be used as part of the post-bid review process.

4.14.5 **Voluntary Alternates**

Voluntary alternates are welcomed. For each alternate, provide a detailed materials list (including line item pricing), cut sheets, and executive summary explaining your alternate design and its benefits. Neither the Owner, nor the Technology Consultant, reviewing bid submittals, will actively search for specific information regarding products/services that do not match the part number lists that are part of this RFP. It is solely the responsibility of the bidder to provide product information that they feel indicates equivalency to the basis of design in this RFP.

4.15 **Bid Evaluation**

It is the intent of the Owner to select the bid response that provides the greatest long-term value to the Owner. This may not be the response with the lowest initial purchase price. *Bidders shall not assume that the lowest bid will be awarded the project.*

The following factors will be used to evaluate and award this project:

- Completeness of response, including detailed line item parts list with itemized pricing and adherence to bid specifications
- Provides lower long-term cost of ownership
- Vendor’s experience with similar projects in SW Michigan
- Financial stability of the vendor (as determined by the Owner)
- Product/Service compatibility with existing standards as set forth by the District
- Expertise and certification of vendor’s staff
- Vendor’s school project references in SW Michigan
- Flexibility of solution to expand and change over time
- Initial purchase price

4.15.1 **Bid Award**

Owner will, at its sole discretion, award the project(s) to a vendor of its choice. Owner may elect to not award any or all sections of the RFP. Owner reserves the right to decrease all quantities by 25 percent or increase quantities by any amount in the final award. Owner reserves the right to award individual sections of work to different vendors.

Bidder, by submitting bid, agrees to honor line item individual component pricing submitted on bid forms for the final quantity determined by Owner. Owner may elect to eliminate any individual line item or combination of line items contained on bid forms prior to contract award. Bid prices must be honored for 90 days from the bid due date.

5 Network Electronics & UPS

5.1 Work Summary

Work covered by this section includes:

- Network Switch installation and configuration
- UPS Installation and configuration
- Documentation

5.2 General Specifications

5.2.1 Approved Manufactures

The following manufacturers are approved for network equipment:

- Cisco (or equivalent)
- Emerson and APC (or equivalent)

5.2.2 New Equipment

All equipment provided shall be new and of the latest model available.

5.2.3 Genuine Product

All equipment provided shall be genuine products sourced only from approved distributors. Third-party and clone products will not be accepted. Vendor will be required to show proof of purchase for all products from an authorized distributor or manufacturer direct sales.

5.2.4 Authorizations Required

Network Electronics Contractor shall have, at a minimum, a Premier Partner authorization. All engineers working on this project must have Manufacturer certifications equivalent to Cisco CCNP or greater and must have three (3) or more years of field experience.

5.2.5 Experience

Network Electronics Contractor shall have a minimum of five (5) years of experience installing networks of similar size and complexity.

5.2.6 General Installation

The Vendor will be responsible to furnish, set in place, and install all equipment, unless otherwise noted. The installation process includes, but is not limited to the following:

- Receive all equipment on behalf of the District.
- Provide inventory receipt of all equipment to Owner.
- Store all equipment until the equipment is installed according to specifications.
- Transport devices and all components to designated locations.
- Cable and configure all components as needed.
- Demonstrate successful installation.
- Maintain inventory and status documents and discard all trash packaging at locations designated by the district.

5.2.7 Network Downtime

If this project involves the reconfiguring of the Owner's existing production network, all work schedules must be coordinated with and approved by Owner. Care must be taken to restrict downtime to time periods acceptable to the Owner.

5.3 Drawings

Drawings provided with this RFP contain details of the network design and installation details and are considered part of this specification document.

5.4 Network Switches

5.4.1 Access Layer Switches

Access layer switches shall each provide 24 or 48 10/100/1000 ports with PoE+ support. The preferred switch model shall provide 48 ports to support on-to-one patching with 48-port patch panels. Switches shall provide four SFP or two SFP+ uplink ports.

Switches shall be stacked to form a single logical unit of up to 384 ports, manageable using a single IP address. The stacking bus shall have a ring topology.

Switches shall support power stacking in groups of up to four switches.

Switch stacks shall support link aggregation of ports across stack members.

The access layer switches shall meet the following minimum specifications:

- 24 or 48 10/100/1000 ports
- 802.3at PoE+ on all ports
- SFP or SFP+ ports
- Maximum stacking: 384 ports
- 480 Gbps stacking backplane
- Switching capacity: 176 Gbps
- Active VLANS: 4000
- Limited lifetime warranty

5.5 Configuration Details

Contractor shall work with owner to define the following items to be used during switch installation:

- Template Switch Configuration
- Switch Host Name
- Management IP address
- VLAN Plan
- DHCP Plan per VLAN
- Switch LINE and ENABLE passwords
- SNMP Community Strings

5.6 Fiber Patch Cords

Vendor is responsible for providing all fiber optic patch cords required to connect installed equipment to existing fiber backbones.

Field verify fiber connector type required for patch cable prior to ordering cables.

All fiber patch cords shall be 1 or 2 meters in length as required by field conditions.

All fiber patch cords shall be duplex.

Existing fiber patch cords that are in good condition may be reused.

5.7 SFP Modules

Provide all required SFP and SFP+ modules required to complete installation of network per provided diagrams. Field verify the type of SFP required based on fiber type and length prior to ordering equipment.

Existing SFP modules that are in good condition may be reused.

5.8 UTP Patch Cords

Provide category 6 patch cords as needed to complete all patching of all switch ports to premise cables. Refer to drawings for color codes and length required for patch cords.

Existing UTP patch cords that are in good condition and are the proper color and length may be reused.

5.9 Switch Installation Tasks

Vendor shall perform the following work for each switch installed:

5.9.1 Coordination

Network Contractor shall coordinate installation activities with the Structured Cabling Contractor. Switch installs must take place after the Structured Cabling contract has completed the installation of new cable drops and has reorganized the existing racks to support on-to-one patching.

5.9.2 Rack Mount

Rack mount switch using four rack screws. Rack screws shall be Philips head and shall be sized to match the racks threaded rails. Take care that screws are not over tightened or stripped. Screws are to be hand tightened without the use of power tools. Vendor will be responsible for removing and replacing any screws that are stripped or over tightened.

5.9.3 **Power Connection**

Connect switch to UPS or power strip connected to UPS. Power cords shall be secured to switch using either built in power cord retaining bracket or with wraps using provided retention point on switch.

Power cords shall be neatly dressed and secured to rack using tie wraps or Velcro ties.

5.9.4 **Upgrade Firmware**

Upgrade all switches to current firmware version. This includes both new and existing switches.

5.9.5 **Management IP Address**

Set switch management IP address using owner provided IP addressing plan.

5.9.6 **Switch Hostname**

Set switch host name using owner coordinated name.

5.9.7 **VLAN Assignments**

Assign all access ports to VLANs as specified in owner coordinated VLAN plan.

5.9.8 **Management Credentials**

Set LINE and ENABLE passwords as specified by Owner.

5.9.9 **Trunks**

Configure all switch-to-switch connections at 802.1q VLAN trunks.

5.9.10 **Aggregated Links**

Configure all switch-to-switch connections using more than one link as 802.3ad aggregated links.

5.9.11 **Spanning tree**

Enable PORTFAST on all non-backbone ports.

5.9.12 **Set Port Names**

Name all switch ports connected to other switches. Set port name to the hostname of the connected switch.

5.9.13 **Save Configuration**

Ensure the final configuration is written to NVRAM.

5.9.14 **Label Switch**

Label switch with its HOSTNAME and management IP Address using a machine printed label on the upper right of the front. Take care to not cover link and status LEDs. Provide labeling for any ports with special VLAN assignments.

5.9.15 **Fiber Patching**

Vendor shall connect all fiber backbone connections to switches.

5.9.16 **Premise Drop Patching**

Vendor shall make all premise drops in wiring closet active by patching to switch ports. Patching shall utilize cords no longer than 12-inch patch cords. All patch cords shall be category 6.

5.9.16.1 **Patching Methods**

Neatly dress patch cords using wire managers. Route patch cables to closest wire manager and avoid crossing over the front of other equipment with patch cords. Store excess cable length in the vertical wire managers between racks. Velcro wraps may be utilized to dress cables. Take care to maintain minimum cable bend radius for category 6 performance.

Patch cords of the proper length shall be utilized to minimize excess cable. Excess cable length shall be no more than 18 inches for any patch cord.

5.9.16.2 **Backbone Patch Cords Labeling**

Backbone Fiber and UTP patch cords are to be labeled at each end to assist in reconnection should they be unplugged. Labels shall be Brady self-laminating cable wrap labels or equivalent. Machine printed labels are required.

5.9.17 **Switch Port ID**

The SWITCH PORT ID is a shorthand method of identifying which port a patch cable must be plugged into. The SWITCH PORT ID takes the form of (SWITCH NUMBER)-(PORT TYPE)(MODULE NUMBER)/(PORT NUMBER)

Each switch is assigned a unique host name and this name is provided on a label on the front of the switch. The last part of the host name is a unique one or two-digit switch number assigned to that switch in that wiring closet.

The PORT NUMBER is the standard Cisco IOS shorthand name for the port in the format MODULE/PORT. The first gigabit port in a Catalyst 2650 switch is G1/1; the third 10/100 port is F0/3. For example, SWITCH PORT ID for the second gigabit port on the first switch installed in a closet would be 1-G0/2.

5.9.18 **Switch-to-Switch Cable**

These cables connect one switch to another switch and are crossover cables. Label each end with the SWITCH PORT ID of the port it is to be plugged into.

5.9.19 **Switch-to-Backbone Cable**

These cables connect one switch to another remote closet. Label the cable end connected to a switch port with the SWITCH PORT ID of the port it is to be plugged into. Label the end connected to the backbone cable with the CABLE ID of the cable it is patched to.

5.10 **Switch Demonstration**

Upon completion of installation and prior to final acceptance, the Contractor will be required to demonstrate operation of the network to Owner's representative.

Any equipment found to be non-functional is to be repaired or replaced at the Contractor's expense.

5.11 **Switch Documentation**

Provide two documentation binders with the following information for all network electronics:

Copy of all vendor supplied manuals and CD-ROMs.

Provide the following information for each install switch:

Model number
IP address
Switch name
Serial number
Installation location
Installation date

Copy of all extended service contracts.

5.12 **UPS**

Provide UPS units to support network switches. Refer to the Network Riser Drawing for the locations, size and quantities of UPS units.

5.12.1 **UPS Requirements**

UPS units shall meet or exceed the following minimum specifications:

- Type: Online double conversion
- Capacity: per drawings
- Mounting Options: Floor, Server Rack, Relay Rack, Wall Mount
- Web based management card

5.12.2 **UPS Mounting**

Provide appropriate mounting hardware for each UPS based on rack type. Mounting in four-post server rack or two-post relay rack is preferred method. Where rack depth will not support installation of the UPS the UPS shall be securely mounted on ¾" painted backboard on the wall near the rack.

5.12.3 **Power Connection**

UPS shall be connected to power outlet of appropriate amperage rating per table below:

400 KVA to 1500 KVA – 15-amp outlet

2000 KVA – 20-amp outlet

UPS units shall be directly connected to permanent power outlets. Use of extension cords is not acceptable.

Tech Closets with more than one UPS will require each UPS to be on a separate power circuit.

5.12.4 **Configuration**

Coordinate with Owner on IP address assignment for Web card. Label UPS unit with assigned IP address. Configure UPS Web Card to send SNMP based alerts to Owner specified e-mail group.

5.12.5 **Documentation**

Provide a documentation binder with the following information for all UPS equipment. Provide this information in printed form and on a CD-ROM in Microsoft Excel format.

Provide a list of all installed UPS units sorted by building and Cable ID. Provide the following information for each access point:

- Building Name
- Model
- Serial Number
- IP Address

6 Intent to Bid

Intent to bid form must be returned via fax or e-mail by to:

Melissa Miller
Secant Technologies
Fax: 269-375-4222
Email: mmiller@secantcorp.com

Company Name: _____

Address: _____

Contact Name: _____

E-Mail Address: _____

Phone: _____

Fax: _____

7 Vendor Profile

All subcontractors must also complete a Vendor Profile form.

Company Name: _____

Address: _____

Contact Name: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Date Founded: _____ Number of employees: _____

Total revenue last fiscal year: _____

Type of Organization (Corporation, Partnership, LLC, etc.): _____

Has organization ever had a contract terminated prior to completion: _____

Has organization ever failed to complete a project: _____

Has organization ever filed for bankruptcy, reorganization or receivership: _____

Number of full-time technicians qualified to perform work on this project: _____

Has organization ever been involved in a lawsuit with Owners, Engineers
or other contractors within the last five years: _____

Name of Project Manager: _____

List relevant certifications: _____

The undersigned certifies to the accuracy of the information provided on this form and attachments.

Signature: _____ Date: _____

Title: _____

8 Familial Disclosure Form

8.1 Statement of Disclosure

All proposals shall be accompanied by a notarized statement disclosing any familial relationship (or lack of a relationship) that exists between the Owner or any employee of the bidder and any member of the Board of Education of the Kalamazoo Public Schools or the Superintendent of the School District.

The District shall not accept a bid that does not include a sworn and notarized disclosure statement.

8.2 Disclosure Form

Kalamazoo Public Schools
1220 Howard St.
Kalamazoo, MI 49008

Dear Ladies and Gentlemen:

I/We the undersigned acknowledge the details stated in "Statement of Disclosure", regarding familial relationship (or lack of) that exists between the Owner or any employee of the bidder and any member of the Kalamazoo Public Schools Board of Education or the Superintendent of the School District.

We have prior familial knowledge of parties involved. (Attach clarification.)

We have no prior familial knowledge of parties involved.

Signature

Company Name

Notary Public

_____ County, State _____

My Commission Expires: _____

9 Iran Economic Sanctions Act Affidavit of Compliance- Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the **Kalamazoo Public Schools** (the "School District") RFP for **Network Electronics** (the "RFP"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or any entity, including all successors, parent companies, subsidiaries and companies under common control, engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, including providing products used to construct or maintain oil or liquefied natural gas pipelines.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 (or 2 times the amount of the contract, or proposed contract, for which the false certification was made), whichever is greater. Additionally, the cost of the School District's investigation, and reasonable attorney fees, will be added to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

The District shall not accept a bid that does not include a sworn and notarized Affidavit of Compliance.

Signature

Company Name

Notary Public

_____ County, State _____

My Commission Expires: _____

10 Technology Vendor References

Include at least three references for similar school projects.

Customer Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone: _____

E-Mail Address: _____

Date Started & Completed: _____

Dollar Amount of Project: _____

Comments: _____

Customer Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone: _____

E-Mail Address: _____

Date Started & Completed: _____

Dollar Amount of Project: _____

Comments: _____

References Continued

Customer Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone: _____

E-Mail Address: _____

Date Started & Completed: _____

Dollar Amount of Project: _____

Comments: _____

Customer Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone: _____

E-Mail Address: _____

Date Started & Completed: _____

Dollar Amount of Project: _____

Comments: _____

11 Bid Forms

FOR: Kalamazoo Public Schools
Project KPS2583 – Network Electronics

TO: Kalamazoo Public Schools
1220 Howard St.
Kalamazoo, MI 49008

PROPOSAL BY: _____

(Name & address) _____

BASE BID: We, the undersigned, having familiarized ourselves with local conditions affecting the cost of work and with the bidding documents on file at the office of the Owner, hereby propose to perform the work required by said bidding documents in a workman-like manner for the Bid Categories as shown on this bid form for the above-named project in accordance with contract documents as prepared by the Owner for the amounts hereinafter stated, such amounts constituting the base bid, including **Addendum No.(s):**

Acknowledge Addendums on line above

11.1 Exceptions

State any exceptions taken to project specifications (attach separate sheet if space exceeded):

11.2 Base Bid Pricing

KPS Administration.....	\$	_____
Arcadia Elementary	\$	_____
Edison Environmental Science Academy.....	\$	_____
El Sol Elementary	\$	_____
Greenwood Elementary School.....	\$	_____
Indian Prairie Elementary School	\$	_____
King-Westwood Elementary School	\$	_____
Lincoln International Studies School	\$	_____
Milwood Elementary School	\$	_____
Northeastern Elementary School.....	\$	_____
Northglade Montessori School	\$	_____

Oakwood.....	\$ _____
Parkwood-Upjohn Elementary School.....	\$ _____
Prairie Ridge Elementary School.....	\$ _____
Spring Valley Center for Exploration	\$ _____
Washington Writers' Academy	\$ _____
Winchell Elementary School.....	\$ _____
Woods Lake Elementary	\$ _____
Woodward School for Technology and Research	\$ _____
Performance Bond.....	\$ _____
TOTAL BASE BID AMOUNT	\$ _____

11.3 Mandatory Line Item Bid Forms

Bidders must complete the provided **Line Item Bid Form** with quantities and unit prices by building for all projects they are responding to. This form is provided in a separate Microsoft Excel document. The **Line Item Bid Form** unit prices provided by bidders will serve as committed pricing for any additions or deletions for the contract.

Print and attach the completed **Line Item Bid Form** here:

11.4 Special Bundles

If a manufacturer offers a product bundle, that offers a price advantage to the Owner and includes the specified part numbers, attach a separate form detailing part number(s) of the bundled package and line item detail of the part numbers included within that bundle.

11.5 Hourly rate for out-of-scope labor and travel

Provide an hourly labor rate that would be utilized for out-of-scope work:

Hourly On-site labor rate \$ _____

Hourly travel rate \$ _____

11.6 Hardware markup for out-of-scope hardware not listed on the Line Item Bid Forms

Provide a markup percentage (% over dealer cost) that will be used for contract-addition Contractor quotes (for any products that are not listed on the mandatory base-bid material sheets):

Hardware mark-up %..... \$ _____

11.7 Performance and Materials Bond

Cost per \$1000 will be utilized to calculate overall performance and material bond amount, for an awarded Contract, if quantities of products awarded are adjusted up/down from Base Bid.

Bond cost per \$1000 of project cost..... \$ _____

11.8 Voluntary Alternates

VOLUNTARY ALTERNATES: Attach a separate sheet if proposing Voluntary Alternates. Prices shall include all applicable costs for taxes, insurance, bonds and fees

11.9 Cut Sheets

Include manufacturer cut sheets for key components used in your response (only if product differ from the exact models indicated in this RFP).

11.10 Contractor USF (E-Rate) Service Provider Identification Number (aka SPIN)

Enter Service Provider Identification Number (SPIN) for bidding corporate entity:

11.11 Signature

In submitting this bid, we understand the right is reserved by the Owner to reject any or all bids. It is further agreed that this bid is binding for the period of ninety (90) days.

DATE _____ 2018

FIRM NAME _____

BY _____

(Authorized Signature)

(Typed or Printed Signature)

TITLE _____

OFFICIAL ADDRESS _____

PHONE NO. _____ FAX NO. _____
