



# WILLIAMSTON COMMUNITY SCHOOLS

WILLIAMSTON COMMUNITY SCHOOLS  
WILLIAMSTON, MICHIGAN

## BID PACKAGE 01T STRUCTURED CABLING

- WILLIAMSTON HIGH SCHOOL
- WILLIAMSTON MIDDLE SCHOOL

REQUEST FOR PROPOSALS AND SPECIFICATIONS  
DECEMBER 13, 2024

Bid Proposal Due Date / Opening:  
January 20, 2025 at 2:00 PM local time

Online Pre-Bid Proposal Meeting:  
December 17, 2024 at 11:am local time

TECHNOLOGY DESIGNER:

**Barton  
Malow**

## REQUEST FOR BIDS/PROPOSALS STRUCTURED CABLING

### 1. STATEMENT OF PURPOSE

- A. Williamston Community Schools (WCS or Owner) is in the first year of a ~5-year bond program in which each building will undergo renovations and/or additions. Barton Malow Builders, LLC (BMB or Designer) is the Technology Designer related to the Work included in this RFP.
- B. The Owner has hired French Associates to be the Architect and The Christman Company to be the Construction Manager for the overall bond projects. This Contractor will be required to coordinate with their work and the bond construction contractors.
- C. WCS is requesting bid proposals for structured cabling for the high school and middle school. This project includes demolishing old cabling, supporting cabling that will remain, installing new fiber optic cabling between telecommunication rooms, and new structured cabling throughout the buildings. Work will coincide with construction additions/renovations when necessary, and the WCS will work with the Contractor(s) to create a schedule to complete the Work sooner in areas with minimal impact from construction activities.
- D. While this RFP is being issued to utilize e-rate funding, much of the scope of Work is related to the building renovations and Bond plan therefore the Project is not solely reliant on e-rate funding, though the scope and solutions may be modified if WCS does not receive e-rate funds.
- E. District Buildings:
- |                              |                  |                       |
|------------------------------|------------------|-----------------------|
| 1. Administration Building   | 418 Highland St  | Williamston, MI 48895 |
| 2. Williamston High School   | 3939 Vanneter Rd | Williamston, MI 48995 |
| 3. Williamston Middle School | 3845 Vanneter Rd | Williamston, MI 48895 |
| 4. Explorer Elementary       | 416 Highland St  | Williamston, MI 48895 |
| 5. Discovery Elementary      | 350 Highland St  | Williamston, MI 48895 |
- F. The submission of a bid proposal on the included bid proposal form shall constitute an offer on behalf of the Bidder to provide equipment and services through the duration of the Bond Project at or below the bid proposal pricing / unit pricing if the Owner chooses to purchase additional equipment.

### 2. SCOPE OF WORK

- A. This RFP consists of one bid category. Bidders must submit a bid for the entire scope of Work related to each bid category submitted.
- B. Each category is to include planning, demolition, installation, configuration, training (at no cost the Owner), and documentation.
- C. The successful Bidder(s) will be responsible for demolishing and removing the existing infrastructure in its entirety.
- D. The project will be completed over 2 summers. The existing infrastructure has to remain in place until the new phone system is cutover during the summer of 2026. After the phone cutover the contractor will demolish the old cabling infrastructure. Successful Bidder will work with the owner and Barton Malow on a schedule for the 2 year duration.**
- E. Contractors will be responsible for all equipment and material handling. The Owner will not accept equipment or material deliveries directly to the school buildings.
- F. The Project will **NOT** use AutoDesk Build for documentation. Contractors will email all submittals and required documents to the technology designer for filing and record. Each Contractor will be charged 0.1% of their Contract Sum for using these products. Contractor will be invoiced directly at Project start-up with payment submitted prior to the start of Work. No fees will be invoiced.

## G. Refer to Specification Sections:

1. 27 0000 General Technology Requirements
2. 27 1000 General Cabling Requirements
3. 27 1116 Racks and Cabinets
4. 27 1300 Backbone Cabling
5. 27 1500 Data Horizontal Cabling

3. ALTERNATES

The Project consists of the following alternates to be submitted in addition to the base bid proposal:

- A. None

4. PRE-BID PROPOSAL MEETING

- A. For the dissemination of information and clarification of intent of the Contract Documents, a pre-bid proposal meeting will be held on:

Date: **December 17, 2024**

Time: **11:00am local time**

Place: Meeting will be an online Microsoft Teams meeting. For full access go to:

<https://bit.ly/WCS-BP-01T-Prebid>

- B. A walk through of the buildings is set for Friday January 3, 2025. Bidders wishing to visit the buildings will pre-register via email to the technology designer Jeff Zalucha @ [jeff.zalucha@bartonmalow.com](mailto:jeff.zalucha@bartonmalow.com) before Thursday January 2, at 12:00 pm EST. Directions for time and place to meet will be emailed to the bidders requesting a site walk through.
- C. The pre-bid proposal meeting is not mandatory, but bidders are responsible for the information provided at the pre-bid proposal meeting.
- D. Responses to questions and requests for clarifications will be made by written addenda only after the pre-bid proposal meeting if required. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the Owner.

5. RECEIPT AND OPENING OF BID PROPOSALS

- A. The Contract Sum includes all costs associated with known and current COVID-19 impacts, including impacts on materials, the supply chain, labor, productivity and schedule.
- B. Bid Proposals must be submitted prior to the Time and Due Date specified below, at which time they will be publicly opened and read aloud. Bid Proposals will be opened publicly in a manner to avoid full public disclosure of contents until after all evaluations have been completed; however Bidder's name and bid proposal amount will be read aloud. Decisions will not be made at the bid proposal opening; bid proposals will be evaluated before presentation to the Board of Education for approval.

**DUE DATE:** January 20, 2025

**TIME:** 2:00 PM

The public bid opening may be attended virtually at: <https://bit.ly/WCS-BP01T-BidOpening>

- C. Online Submission through BuildingConnected.com

1. Bid Proposals will be received online through [www.BuildingConnected.com](http://www.BuildingConnected.com) up until the time of the Bid Proposal Due Date and Time. Through Building Connected, all Bid Proposals are kept confidential until the Bid Proposal Due Date and Time. Bidders will be able to submit

- and revise their Bid Proposals right up to the Bid Proposal Due Date and Time, but no revisions or new bid proposals will be accepted after the deadline has passed.
2. The Bid Proposal form and bid proposal documents are available through Building Connected using the following link:  
<https://app.buildingconnected.com/public/55a1292ff1a96708004a19dc>
  3. For instructions on how to submit a Bid Proposal please follow this link:  
<https://buildingconnected.zendesk.com/hc/en-us/articles/360010222793-How-to-submit-your-bid-through-BuildingConnected->
  4. Bidders can start typing information into Building Connected immediately upon invitation. The information is sealed and not accessible by the Owner until the Bid Proposal Due Date and Time, but the Bidder can enter and change information until the Bid Proposal Due Date and Time.
  5. **Bidders must type answers into the Building Connected Bid Proposal Form as well as upload signed and notarized copies of the Iran Sanctions Form, Familial Disclosure Affidavit, Bid Bond, Bill of Materials, Criminal Background Check Affidavit, and any other required or supporting documentation.**
  6. **Bidders are encouraged, but not obligated, to submit bid proposals electronically via Building Connected.** If a Bidder chooses to submit an electronic bid proposal, it assumes any and all risk related to software, connectivity, or any other issues related to the electronic bidding process. It is further recommended, but not required, that any electronic bid proposals be submitted at least two hours before the deadline for bid proposal submission to confirm that the bid proposal has been timely, accurately, and completely received.
  7. Bidders submitting a hard copy of their Bid Proposal can print the Bid Proposal Form from Building Connected. Bidders submitting a hard copy of their Bid Proposal must notify BMB at least 24 hours prior to when the bids are due to ensure an Owner's representative will be available for receiving the Bid Proposal.
- D. All bid proposals must be accompanied by the following documents uploaded through Building Connected. Bidders who will be awarded Work will be required to provide original hardcopies.
1. Familial Disclosure Affidavit, sworn and notarized.
  2. Affidavit of Compliance – Iran Economic Sanctions Act, sworn and notarized.
  3. Affidavit of Compliance – Criminal Background Checks, sworn and notarized.
  4. Executive Summary or other supporting documentation including a summary of any deviations/enhancements/exemptions to the minimum configurations listed
  5. Bill of materials with itemized costs.
  6. Specification sheets on the systems proposed.
  7. A list of projects completed during the previous three (3) years, including the contract values and owner's contact information.
  8. A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.
- E. Bid Proposals received from Bidders after the Due Date and Time will be returned to Bidder unopened.
- F. When submitting a bid proposal, use only the forms provided. Forms that have been altered or substitute forms will not be accepted.
- G. A Bid Security in the form of a bid bond from a qualified surety for the full amount of the bid or a cashier's check equal to five percent (5%) of the total bid. Bid bonds shall be duly executed by

the Bidder, as principal, and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. The bidder agrees that this Bid Proposal shall be irrevocable. All sureties providing bid bonds for this Project must be listed in the latest version of the Department of Treasury’s Circular 570, entitled “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”, with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better.

1. Note: Bid Bonds may be submitted electronically through Building Connected with the original provided afterward; but the original cashier’s check must be provided to the Owner prior to the Bid Proposal Date and Time to be considered a valid Bid Security.
- H. All Bid Proposals must include the sworn statement included with the Bid Proposal Form, in accordance with MCL 380.1267, disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the school board or the superintendent of the school district.
- I. All Bid Proposals must include the affidavit included with the Bid Proposal Form certifying that the Bidder is not Iran-linked business.
- J. All Bid Proposals must include a completed version of the provided “Affidavit of Compliance – Criminal Background Checks” form.
- K. Williamston Community Schools reserves the right to accept or reject any or all bid proposals, either in whole or in part, to waive any informalities or irregularities therein, and the right to award the Contract to other than the Bidder(s) submitting the best financial Bid Proposal (low bidder).
- L. Additional information provided with a Bid Proposal shall be used in the evaluation of bid proposals, but do not replace the requirements established by the Contract Documents (request for proposals, drawings, specifications, etc.). Neither BMB nor the Owner will be responsible for reviewing equipment lists for completeness or conformance to the Contract Documents. Lists of material, bills of material, etc. submitted by the Bidder do not replace the submittal requirements and do not replace the requirements established by the Contract Documents.

6. TIMELINE

A. Milestone Dates:

- |   |                                       |
|---|---------------------------------------|
| 1. Release of the bid document:                     | December 16, 2024                     |
| 2. Pre-bid proposal meeting:                        | December 17, 2024                     |
| 3. Deadline for written requests for clarification: | December 19, 2024 - 5:00 PM           |
| 4. Bid Proposal Time:                               | January 20, 2025 at 2:00 PM           |
| 5. Post-bid proposal Interviews (approx.):          | January 21-24, 2025                   |
| 6. Board of Education presentation:                 | February 3, 2025 (anticipated)        |
| 7. Board of Education consideration:                | March 3, 2025 (anticipated)           |
| 8. Project Start Date:                              | April 1, 2025                         |
| 9. Spring Break:                                    | March 21, 2025 through March 28, 2025 |
| 10. Last day of School / Last day for teachers:     | June 6, 2025                          |
| 11. Cabling Infrastructure Complete By:             | June 30, 2026                         |
| 12. Cable Demolition After Phone System Cutover:    | July 31, 2026                         |
| 13. Project Substantial Completion:                 | August 15, 2026                       |
| 14. Project Close Out:                              | September 30, 2026                    |

- B. The awarded Contractor will meet with the construction manager to integrate their installation schedule into the overall building construction schedule. Contractors must adhere to the construction manager's phasing plan and attend weekly contractor coordination meetings as required. Awarded Contractor will also follow all of the construction manager's safety programs in addition to Barton Malow's safety programs.
- C. On-site Work shall be performed around school activities, cleaning schedules, etc. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible. In general buildings will be available:
  - 1. School Breaks (summer, spring break) TBD
  - 2. Elementary Schools 4:30 PM to 10:30 PM, Mon thru Fri, Contractor to verify
  - 3. Middle Schools 4:00 PM to 10:30 PM, Mon thru Fri, Contractor to verify
  - 4. High Schools 3:00 PM to 11:30 PM, Mon thru Fri, Contractor to verify
  - 5. Admin/Support 5:00 PM to 11:30 PM, Mon thru Fri or as arranged
- D. Any installation in corridors or classrooms including system cutovers must be performed outside of school hours aside from scheduled Work completed during school breaks. Bidder to include the cost of any premium time in their base bid proposal.
- E. The Bidder must provide written documentation outlining their Work schedule.
- F. The Bidder will be charged for weekends and holidays if Owner, BMB, or Owner's Representative's labor force is scheduled to allow access to the facility.

## 7. EVALUATION AND POST-BID INFORMATION

- A. An Evaluation Committee selected by the Superintendent, or their designee, will make evaluation of evaluate the Bid Proposals. The Committee will evaluate the bid proposals and recommend a prospective Contractor for award based on the best interests of the Owner.
- B. After the Bid Proposals are received, the Project team may require a post-bid proposal meeting for the purpose of further evaluating and clarifying the bid proposal. Items clarified during the post-bid proposal evaluation will become part of the Contract between Owner and the selected Contractor.
- C. Bidder may be requested to provide follow up information including but not limited to:
  - 1. Designation of the Work to be performed by the Bidder with his/her own forces, and that to be contracted.
  - 2. Complete detailed cost breakdown including manpower requirements and cleanup costs associated with Work activities.
  - 3. A list of names of the Subcontractors or other entities (including those who are to furnish systems of materials and/or equipment fabricated to a special design) proposed for the principal portions of the Work. The list shall further include the value of the subcontracts and their percentage of value of the Bidder's total bid proposal. The Bidder will be required to establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed.
- D. Any requests made by the Owner for written cost analysis shall be adhered to by the bidder. Any bidder that does not comply with this request may be rejected.
- E. Once the Contract is awarded to the successful bidder(s), the successful bidder shall be known as the "Contractor".

## 8. CLARIFICATIONS, DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidder shall promptly notify BMB in writing of any ambiguity, conflict, inconsistency, discrepancy, omission or other errors which they may discover upon examination of the RFP, otherwise the bid

proposal will be deemed to incorporate appropriate solution to the issue. Bidders requesting clarification or interpretation of the RFP Documents can:

1. **Submit questions through the Messages tab in Building Connected (preferred)**
2. Email to: [jeff.zalucha@bartonmalow.com](mailto:jeff.zalucha@bartonmalow.com)

- B. All such requests must be made in writing via Building Connected or e-mail. No response will be made to any oral question.
- C. Any interpretation, correction or change of the Contract Documents will be made by Addendum issued by BMB on behalf of the Williamston Community Schools. Interpretations, corrections or changes of the Contract Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and/or changes. Addenda will be distributed through Building Connected.
- D. Each bidder in its Bid Proposal must acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of, any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
- E. The Owner intends that all bidders have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in an addendum to this RFP, or a Request for Clarification, or other written response thereto.
- F. From the issue date of this RFP until a Bidder is selected and the selection announced, a prospective Bidder shall not communicate about the subject of this RFP or a Bidder's Bid Proposal with the Owner, its Board of Education, or any individual member, administrator, faculty, staff, student, employee, or its Owner's Representatives.

#### 9. BID PROPOSAL FORM

- A. Each bid proposal shall be submitted on the bid proposal form in BuildingConnected.com with all blank spaces filled in (enter "\$0.00" where items are included at no additional charge, enter "N/A" for items that are not applicable or available from the Bidder.
- B. All interlineations, alternations or erasures shall be initialed by the bid representative of the Bidder that executes the bid proposal form.
- C. Each copy of the Bid Proposal Form shall include the legal name of the Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. If Bid Proposals are submitted by an agent, provide satisfactory evidence of agency authority.

#### 10. VOLUNTARY ALTERNATES

- A. All bid proposals must be based upon the base requirements established in this RFP. In addition to a base bid proposal, the submission of voluntary alternates is acceptable. If a voluntary alternate is submitted for consideration, it shall be expressed on the bid proposal form along with sufficient information in the form of an executive summary, specification, product data, etc., sufficient for analysis of the alternate.

#### 11. TAXES

- A. The bidder shall pay applicable taxes for any Work that is not tax exempt. Exemption certificates, if required, will be furnished when requested by awarded Bidder.

## 12. CONTRACT AND INSURANCE

- A. The form of Contract that will be used for the services under this Bid Package shall be the Agreement for Purchase and Installation of Technology System(s) included with this RFP (the Contract). The Contract contains many details relative to the Services requested by the Owner, the terms and conditions under which the Services shall be provided by the Bidder and should be reviewed carefully by each Bidder prior to submitting a Bid Proposal.
- B. A copy of the Insurance Requirements is attached as Exhibit A to the Contract form.
- C. Before commencement of any Work, a Certificate of Insurance executed by Bidder's insurance agent or carrier showing evidence of required insurance coverage shall be submitted in accordance with the Insurance Requirements attached the Contract. Other names on the Insurance will be:
  - 1. Williamston Community Schools, 418 Highland St, Williamston, MI 48895
- D. Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Bidder MUST be specifically enumerated by the Bidder and be submitted as part of its Bid Proposal, together with an explanation as to the reason such terms and conditions of this RFP or form of Contract cannot be met by, or, in the Bidder's opinion, are not applicable to, the Bidder. The Bidder shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Bidder's Bid Proposal and those exceptions or special considerations or conditions are expressly accepted by the Owner. All Pricing factors must be clearly indicated in the Bid Proposal Forms provided as part of the Bidder's Bid Proposal.

## 13. PAYMENTS

- A. Contractors may submit billings at most monthly for work completed to that point. Billings are to be addressed to Williamston Community Schools but routed through Barton Malow for review. The Owner will use typical AIA billing with all sworn statements and documentation as required. Successful bidder will supply a Schedule of Values (SOV) after award of the project.
- B. Billing format must meet the requirements of the WCS e-rate consultant.
- C. Owner will not pay for materials until it has been delivered to the site without written approval from the Owner.
- D. Each invoice will include a 10% retainage that will be held until project completion (e.g. punchlist is complete, delivery of all closeout documents, and owner sign-off).

## 14. PERFORMANCE AND PAYMENT BONDS

- A. Bidders are to include the price of a performance and payment bond in their bid proposal. The bid proposal form provides a means for identifying the cost of the bond. For bid proposals under \$50,000, the Owner may choose to waive the bonds in which case the amount would be deducted from the contract price.
- B. For all bid proposals over \$50,000, Owner will require Bidder to furnish a Performance Bond and a Payment Bond, in amounts equal to the Contract Sum, by a qualified surety naming both Williamston Community Schools and Barton Malow Builders, LLC as dual Obligees. All sureties providing bonds on this Project must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. Bonds shall be duly executed by the Bidder, as principal, and by a surety that is licensed in the state in which the Work is to be performed.



- C. The Bidder shall deliver the required bonds to BMB prior to execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder, at a minimum, shall submit evidence to the satisfaction of BMB such bonds will be furnished prior to commencement of on-site Work. In no event may the Bidder commence on-site Work without the required bonds properly issued and delivered.
- D. Performance Bond and Payment Bond form AIA Document A312 (2010 Edition) must be used for this Project.
- E. The Bidder's proposed surety must be acceptable to the Owner and BMB. If, at any time, after acceptance of the Bidder's bonds, the surety fails to meet the criteria stated above, the Bidder must, as a precondition to continuing Work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria.
- F. The Performance and Payment Bond penal sums (i.e., the Contract Sum) must be listed as a separate line item on the Bid Proposal Form and payment requests.
- G. In the event of a Change Order to the Contract that increases the Contract Sum, the penal sum of any required Performance and Payment Bonds shall also be increased so that each penal sum equals the adjusted Contract Sum. BMB or Owner shall have the right to request submission of bond riders, issued by the original qualified surety, evidencing that such increase to the penal sum of the bonds has been accomplished. Notwithstanding the foregoing, in the next pay application after the Contract Sum has been increased by twenty-five percent (25%) or more, as a condition precedent to payment, Bidder shall deliver a bond rider issued by the original qualified surety evidencing that the appropriate increase in penal sums has been accomplished. No alteration, erasure, or addition is to be made in the typewritten matter.

#### 15. USF FUNDING

- A. While this Project is part of the Owner's Bond Program, the Owner is applying for USF (e-rate) funding for eligible portions of this Project. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.
- B. While the intent is to complete the Project under the Bond scope, the Owner may reduce or cancel the Contract in the event the level of the universal service discounts is reduced. Any reductions will be taken prior to the start of the specific Work being reduced or eliminated on a given building and/or Project.
- C. USF Registration: Bidder shall submit with its bid proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN"). Furthermore, Bidder shall submit to the SLD its annual Service Provider Annual Certification ("SPAC"), FCC Form 473, in a timely manner before the beginning of each funding year. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100. Bidders MUST maintain active service provider status for the entire duration of the Project.
- D. USF Knowledge: Bidder shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate"). The Owner expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- E. USF Participation and Cooperation: Bidder shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the Owner, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that the Owner receives all of the E-rate funding for which it has applied and to which it is entitled in connection with the Bidder's services and/or products.

- F. USF Information and Documentation: Bidder shall provide to Owner's staff and/or the Owner's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Bidder has or that Bidder reasonably can acquire that the Owner may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.
- G. Pay application procedures included in this RFP will be modified to accommodate the USF procedures. Pay applications for eligible items will only be accepted during the FY2025 date window. The Owner reserves the right to specify the filing option for the universal service discounts for each product and/or service.
- H. Invoicing Documentation: Bidder shall itemize, price, and invoice all materials or services that are eligible and ineligible for E-rate funding. In addition to the pay application requirements, Bidder must include the following information on all pay applications to the Owner for E-rate eligible equipment and/or services:
  - 1. Date of Invoice
  - 2. Dates of Service
  - 3. FRN association on each line item
- I. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the Owner (non-discounted amount of eligible charges). Owner will use the BEAR payment method for procedures of payment.
- J. Bidders are to separate USF eligible products and/or services from those that are ineligible on the bid proposal form. The USF eligible products and/or services identified on the USAC website are incorporated in this RFP by reference.
- K. The eligible products and/or services are to be provided during FY2025 (April 1, 2025-June 30, 2026). Work shall only commence prior to the FY2025 date window with approval of the Owner's e-rate consultant.
- L. No invoices will be DATED or PAID before July 1, 2025.
- M. USF Audit and Document Retention Requirement: Bidder shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Bidder's services to the Owner. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the Owner. In the event of questions during the E-Rate audit process, the successful Bidder is expected to reply within 3 days to questions associated with their bid proposal.
- N. Contract Term Modification: The Owner reserves the right to extend or abbreviate the Contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") or the Universal Service Administrative Company ("USAC").
- O. The successful bidder will provide a tag with e-rate information including e-rate FRN number and funding year, along with equipment-specific designations as approved by Owner.

#### 16. EQUIPMENT PROTECTION AND OFF-SITE MATERIALS

- A. For any materials stored off-site (either delivered to the Contractor's warehouse or taken by the Contractor from Owner's warehouse), Contractor is to provide copies of insurance policies that cover the stored materials. Insurance policy is to name BMB and Owner as additional insureds. The limit of the insurance policy shall be equal to or greater than the replacement value of the stored materials. Copies of this insurance policy must be provided with payment applications.

- B. Equipment at Contractor's warehouse is to be segregated from their general inventory and marked. The contractor is to provide the location where the material will be physically stored including the address and storage location within the warehouse.

#### 17. DELIVERIES

- A. Contractors will be responsible for all equipment and material handling. The Owner will not accept deliveries to equipment or materials directly to the school buildings. The contractor must be onsite to accept any deliveries.
- B. Refer to the Contract Form for detailed information on deliveries.
- C. The contractor will coordinate delivery with BMB, the Construction Manager, the Owner's staff, and other Contractors working at the schools. Delivery dates will be confirmed by the Contractor one (1) week prior to delivery.

#### 18. DEFINITIONS

- A. The Contract Documents consist of the Agreement for Purchase and Installation of Technology Equipment included with this RFP this Request for Proposal, the post-bid proposal review form, the Project Manual, all Addenda issued prior to Bid Proposal Due Date and Time, and all clarifications noted during the post-bid proposal interview. In the case of a discrepancy between the terms contained in the Contract Documents and the Owner's purchase order, the terms in the Contract Documents shall supersede.
- B. The Project Manual refers to this document and all associated documents issued as part of this RFP. This includes the drawings, specifications, equipment lists, schedules, documentation of existing equipment, etc.).
- C. Addenda are written and/or graphic instruments issued by the Owner or BMB prior to the award of the Contract which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.
- D. A Bidder is a legal entity submitting a bid proposal.
- E. Bid, Bid Proposal, and Proposal are used interchangeably and refer to the bid proposal submission from the Bidder in accordance with the Contract Documents.
- F. Base bid proposal is the sum stated for which the Bidder offers to perform the complete Work of, or supply equipment to which Work may be added or deducted. The base bid proposal shall be in strict accordance with this RFP, though voluntary alternates may be submitted in addition to the base bid proposal.
- G. An alternate bid (or alternate) is an amount stated in the bid proposal corresponding to change in Project, materials, or methods of Work described in the Contract Documents if accepted by the Owner.
- H. A unit price is an amount stated in the bid proposal as a price per unit of measurement for materials or services as described in the Contract Documents.
- I. The term "day" is defined as calendar days unless otherwise specified.
- J. The term "Subordinate Parties" includes all of Contractor's employees, workers, laborers, agents, consultants, suppliers, sub-contractors or sub-subcontractors, at any tier, who perform, assist with or otherwise are involved in any of the Work.
- K. The term "Work" includes all work and responsibilities performed or to be performed by Contractor or its Subordinate Parties under the Contract Documents.

#### 19. GENERAL CONDITIONS

- A. The submission of a bid proposal will be construed to mean that the Bidder is fully informed as to the extent and the character of the supplies, materials, or equipment and services required and a

representation that the Bidder can furnish the item(s) in complete compliance with the Contract Documents.

- B. Before submitting a bid proposal, each Bidder shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Bidder from the obligation to comply, in every detail, with all provisions and requirements of this RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Contract.
- C. No alteration, erasure, or addition is to be made to the Bid Proposal Form or other Contract Documents. Deviations from the Contract Documents must be set forth-in space provided on the Bid Proposal Form.
- D. The Owner intends to communicate with Bidders via email or Building Connected (e.g. RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communication include e-mail.
- E. Any decision made by the Owner, including Bidder selection, shall be final.
- F. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Bidder, shall be included in the Bid Proposal.
- G. Each Bidder submitting its Proposal releases the Owner from any and all claims arising out of, and related to, this RFP process and selection of a Bidder.
- H. A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- I. The Bidder certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same equipment and/or services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- J. The material/equipment specifications should be considered as a minimum requirement. Any deviations from the standard specified will be considered only when fully described and accompanied by descriptive literature and samples.
- K. All equipment must be supplied directly from the manufacturer with manufacturer standard components. No mixing of products or components from various manufacturers will be accepted, unless approved by the Owner.
- L. Bidders must pass through all rebates, incentives, warranties, and licenses purchased through this RFP and not require the Owner to file with a manufacturer.
- M. All components must be identical in similar systems purchased for each implementation phase.
- N. All prices bid must be "per unit" as specified.
- O. Prices shall be net, including transportation and delivery charges fully prepaid by the Contractor to destination indicated in the Contract Documents. If award is made on any other basis, transportation charges must be prepaid by the Contractor and added to the invoice as a separate item. In any case, title shall not pass until item(s) have been delivered and accepted by the Owner, in its sole determination.
- P. Other bids may be issued related to this contractor's scope of work. Bidders for Work in this RFP are responsible for knowing what work will be provided by others and how it affects their Work (e.g. electrical rough-ins, etc.). In order to assist Bidders in this effort, contact the project team to view related drawings and/or specifications.
- Q. The Owner's operations must continue uninterrupted throughout the Project. Certain portions of the Work must be performed and completed in such order so as to permit the orderly operation of

the Owner's activities. Each bidder shall review the work of their particular bid category, and all other bid categories to assure proper coordination to complete their Work per schedule.

- R. A survey of the site will be conducted, and documented by the Contractor, to determine current site conditions. The Contractor shall be responsible to repair any damage to the site, which occurs during this Project.
- S. Contractors and their Sub Contractors shall park their work vehicles in the area(s) designated for parking. Contractors and their Sub Contractors shall not park or drive on sidewalks or grassy areas.
- T. Contractors will submit daily report of all activities through AutoDesk Build or in the format approved by the BMB. Report will document site location, Work complete, commissioning checklists (if applicable), staffing levels (onsite and total), open issues, photos of completed Work, etc.
- U. Contractors will attend all meetings required by the Owner or BMB including planning meetings, coordination meetings, construction meetings, progress meetings (anticipate weekly during planning and implementation), etc.
- V. Contractors will attend construction meetings facilitated by the construction manager when the work is part of a larger construction/renovation project.

## 20. ACCEPTANCE AND REJECTIONS OF BID-PROPOSALS

- A. It is the intent of the Owner to award a contract to the lowest responsible Bidder whose Bid Proposal meets the criteria of the evaluation committee, provided the bid proposal has been submitted in accordance with the requirements of the RFP and does not exceed the funds available.
- B. Although cost must be considered (for both eligible and non-eligible goods and services), other factors will influence the awarded Bidder. The Owner, at its sole discretion, shall determine whether particular Bidders have the qualifications to perform the scope of Work. In determining whether a Bidder possesses the basic qualifications Owner may consider, but not be limited to: references, whether provided by the Bidder or acquired independently by the Owner; Bidder and manufacturer's reputation for performance and service; product availability; longevity of service (number of years); previous experience with similar projects; years of continuous business; commitment to schedule and completion date; financial condition; Bidder's current workload; product availability; features and benefits of the proposed solution; alternates and voluntary alternates; product life cycle; warranty, etc.
- C. The Owner reserves the right to make awards within 3 months after the date bid proposals are due during which time Bid Proposals may not be withdrawn, unless the Bidder distinctly states in its bid proposal that acceptance thereof must be made within a shorter specified time.
- D. Owner reserves the right to negotiate further with the successful Bidder.
- E. The Owner reserves the right to accept or reject any and all bid proposals. Owner also reserves the right to reject for cause any bid proposal in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interest of the Owner will be served.
- F. Bid proposals are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
  - 1. If bid proposal form furnished is not used, altered, or incomplete.
  - 2. If there are unauthorized additions, qualifications, conditions or irregularities of any kind this may make the bid proposal incomplete, indefinite or ambiguous as to its meaning.
  - 3. If Bidder adds any provisions reserving right to accept or reject any award of contract.

4. If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
  5. If Bidder fails to complete bid proposal form in any other particulars where information is requested so bid proposal form may be properly evaluated.
  6. If bid security does not accompany bid proposal form.
  7. If the Familial Disclosure Affidavit, Criminal Background Check Affidavit, or the Iran Economic Sanction Affidavit does not accompany bid proposal form.
- G. Bidder's lack of responsibility as revealed by submitted information on either experience, or equipment statements.
- H. Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history.
- I. If any pertinent instructions to bidders are not fully complied with.
- J. The Owner shall have the right to waive any informality or irregularity in any bid proposal or bid proposals received and to accept bid proposal or bid proposals which, in their judgment, is in their best interest.
- K. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder based on the sum of the base bid proposal and the alternates accepted.

## 21. GUARANTEES BY THE CONTRACTOR

The Contractor guarantees:

- A. Their products against defective material or workmanship and to repair or replace any damaged material/equipment or marring occasioned in transit or assembly when installation is specified.
- B. That all delivered material/equipment shall be as bid. No substitutions will be accepted unless prior to delivery material/equipment has been inspected by the Owner and found to be equal to the item specified.
- C. That all material/equipment or furniture offered is standard, new, latest model of regular stock product or as required by the Contract Documents, with parts regularly available for the type of equipment or furniture offered; also that no attachment or part has been submitted or applied contrary to manufacturer's recommendations and standard practice. All equipment must be guaranteed against faulty material and workmanship, and a manufacturer's warranty indicating the warranty or guarantee period must be available at time of delivery or acceptance.
- D. That he/she has carefully checked the enclosed figures and understands that he/she shall be responsible for any error of omission in this Bid Proposal.
- E. The contractor's employees assigned to provide Work hereunder shall be fully certified, licensed and approved as necessary to lawfully perform the Work.

## 22. ON-SITE SAFETY AND LOSS CONTROL PROGRAM

A. General Requirements:

1. In addition to the requirements set forth below, the Contractor shall comply with all terms, conditions and provisions of all applicable laws. The contractor will also be required to follow any Project requirements established by the Construction Manager.
2. Contractors shall take the safety orientation remotely. The link to the safety orientation video will be supplied to the successful bidder. The contractor will send an email to [jeff.zalucha@bartonmalow.com](mailto:jeff.zalucha@bartonmalow.com) each time a new employee starts on site verifying they have completed the safety orientation video.

3. Contractors must submit information for any safety incidents as a requirement for payment processing.
  4. The Contractor shall assign an individual to act as Safety Representative who will have the responsibility of resolving safety matters and acting as a liaison between Contractor, BMB and the Owner. The Safety Representative must be a person who is capable of identifying existing and predictable hazards in surroundings that are unsanitary, hazardous or dangerous to employees, and has the authority to take prompt corrective measures to eliminate them. The Safety Representative must meet the standards for a competent person under applicable law when required (scaffolding, confined spaces, etc.) and be on site full time. The Safety Representative or an alternate must attend periodic safety meetings as directed by BMB.
  5. The contractor, through its site supervisors and/or Safety Representative, shall attend a pre-construction meeting where planning for safe execution of the Project will be addressed.
  6. All on-site employees of either Contractor or its Subordinate Parties are required to report any unsafe act or condition and any work-related injuries or illness immediately to a supervisor. If the act or condition can be safely and easily corrected, the employee or supervisor shall make the correction.
  7. The contractor shall inform BMB immediately of the arrival of any federal or state inspector or compliance officer prior to touring the site. Any reports, citations, or other documents related to the inspection shall be provided promptly to BMB.
  8. Contractor shall be responsible for payment of all safety-related citations, fines and/or claims arising out of or relating to its Work levied against the Owner, BMB or any of their respective employees or affiliates.
- B. BMB Requirements
1. Work crews shall conduct a Job Hazard Analysis (JHA) discussion to plan for safe performance before beginning any Work task. Contractors are encouraged to prepare a written record of each JHA.
  2. All workers, management and visitors shall wear approved hard hats, safety glasses, gloves, and high visibility vests while on site within construction areas.
  3. Sleeved shirts (minimum of four inches), long pants, and durable work boots are required minimum clothing.
  4. Personal cell phones are not to be used on construction sites except to report an emergency or on approved break time. Use of business cell phones must not interfere with jobsite safety. The use of camera features on cell phones is strictly prohibited.
  5. Personal radios or music players with earphones are not permitted.
  6. All persons working at elevations of six feet or greater must have 100% continuous fall protection. Engineering controls are preferred, but personal fall arrest systems are also permissible. An exception is permitted for safe use of ladders up to 24 feet long.
  7. The contractor is responsible to repair or restore any barricade that it modifies or removes.
  8. Class III (household) stepladders are prohibited; metal ladders are strongly discouraged.
  9. All scaffolds must be checked daily and before each use for safety compliance. Scaffolds shall never be left in an unsafe condition and must be removed and/or disabled immediately, if not to be used again.
  10. Keep equipment at least 15 feet from energized power lines.
  11. Electrical, pneumatic, and other energy systems that could be accidentally energized or started up while Work is in process must be locked out (not merely tagged out).

12. Only fire retardant materials may be used to build shanties or other temporary enclosures inside of buildings finished or under construction. Shanties shall be continually policed by their occupants to prevent the accumulation of waste or other combustibles.
13. Engineering controls must be used to restrain silica dust per applicable law.

C. Contractor’s Safety Submittals

1. Contractor shall provide copies of the following written safety submittals to BMB at the times indicated:

<b>Submittal</b>	<b>Timing</b>
Safety Certificate, Barton Malow Form SAF 6.3.3.3	Before on-site Work begins
Site-specific Safety Program, including substance abuse policy, hazard communication program, and Material Safety Data Sheets (MSDS) , Barton Malow Form SAF 6.3.2.1	Before on-site Work begins
Tool Box Talk Reports	Weekly
Incident Reports (OSHA form 301 or equivalent)	Within 24 hours of incident

2. BMB’s receipt of any, all or none of the foregoing from Contractor does not constitute approval thereof or permission to deviate from the requirements of the Contract Documents and applicable law.
3. The contractor will allow inspection of, and BMB may request copies of, any and all safety-related documents and records in its possession relating to the Project.

D. BMB’s Rights

1. Safety Hazard Notifications may be issued to the Bidder when an unsafe act or condition is reported or observed. BMB shall not be required to supervise the abatement or associated reprimand of unsafe acts or conditions within a Contractor’s scope of Work as this is solely the responsibility of Contractor. Nevertheless, BMB has the right, but not the obligation, to require the Contractor to cease or abate any unsafe practice or activity it notices, at Contractor’s sole expense.
2. Contractor’s failure to comply with the contract safety requirements will be considered a default of the Contract Documents and may result in remedial action including, but not limited to, withholding of payment of any sums due or termination.
3. BMB’s failure to require the submission of any form, documentation, or any other act required under the Contract Documents shall not relieve the Contractor from any of its safety obligations.
4. Nothing in the Contract Documents makes BMB responsible or liable for protecting Contractor’s employees and other Subordinate Parties or assuring or providing for their safety or preventing accidents or property damage.
5. All requirements referenced above are binding on Bidder and all of its Subordinate Parties, even where such requirements may exceed the standards of applicable law.

23. HAZARDOUS MATERIALS

- A. When use or storage of flammable, volatile or other Hazardous Materials or System(s) or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. As used in this RFP, “Hazardous Materials” means asbestos; cadmium; chlorofluorocarbons; chromium VI; hydrochlorofluorocarbons; lead; mercury; nickel; polybrominated biphenyls; polychlorinated biphenyls and terphenyls; azo colorants, aromatic amines and azo dyes; halogenated flame



retardants and additives; tributyl tin, tributyl tin oxide and triphenyl tin; polychlorinated naphthalene; antimony; arsenic; beryllium; bismuth; phthalates; selenium; ozone depleting substances; chloroparaffins; polyvinyl chloride; halogenated plastics or polymers; expanded polystyrene foam; any materials containing such substances; compounds of such substances, including, but not limited to, their ethers and oxides; molds; and any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law, and any other chemical, material, or substance that may have adverse effects on human health or the environment.

- B. The contractor must provide OSHA/EPA certified hazardous material awareness training (notably asbestos and lead) for all employees working onsite that will be disturbing the existing surfaces.
- C. Each Contractor shall be constantly aware of the possible discovery of Hazardous Materials. Should Contractor encounter any Hazardous Material or suspected Hazardous Material, the Contractor shall immediately stop Work in the area affected and report the condition.
- D. If the Contractor encounters any Hazardous Material or suspected Hazardous Material, the Contractor agrees to immediately initiate the required procedures of the Environmental Protection Agency (EPA), and/or state or local agencies having jurisdiction to protect any and all persons exposed to the affected areas or adjacent areas affected.
- E. The contractor is fully responsible for all Hazardous Materials it creates or releases in connection with, or brings to, the Project.
- F. Each Contractor shall be responsible to bind ALL of its personnel and its Subordinate Parties to the provisions in the Contract Documents related to hazardous materials and to instruct each employee of its own duty to report any and all suspected Hazardous Materials and to comply with all applicable laws.
- G. Absolutely no material shall be brought on or to the Project Site that does not have a manufacturer's label stating contents.
- H. The Contractor shall comply with all applicable federal and state laws, rules, ordinances and regulations regarding transportation, storage, spills, releases, and disposal of Hazardous Materials.
- I. No asbestos or asbestos-containing material will be brought to the jobsite or incorporated into the Work by Contractor or its Subordinate Parties.

#### 24. EQUAL EMPLOYMENT OPPORTUNITY

- A. It is the Owner's policy not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry, or sex.
- B. The contractor understands that any agreement with the Owner shall be in consideration of maintaining the above mentioned non-discrimination policy.
- C. The contractor understands that they may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this Project.

## **PART II – ATTACHED DOCUMENTS**

The following documents are included with the bid documents:

1. Agreement for Purchase and Installation of Technology System(s)
2. Affidavit of Compliance – Iran Economic Sanctions Act
3. Familial Disclosure Affidavit
4. Affidavit of Compliance – Criminal Background Checks

And the following Williamston Community Schools forms that must be submitted with the bid proposal:

1. None at this time with bid submission

**PART III – DRAWINGS AND SPECIFICATIONS**

This Request for Proposal includes the following drawings and specifications. Specifications are intended to define the level of quality and performance of the requested equipment/service and not to be restrictive. All variations from the specified items shall be fully explained and included with the bid proposal. Manufacturer names and manufacturer product numbers are to be used in all cases. All prices quoted shall be on a unit basis. The determination of the Bid Evaluation Committee as to what alternates are equal shall be final and conclusive.

**A. Specifications**

27 0000	General Technology Requirements
27 1000	General Cabling Requirements
27 1116	Racks and Cabinets
27 1300	Backbone Cabling
27 1500	Data Horizontal Cabling
N/A	Work Scope

**B. Drawings**

N/A	Williamston High School Structured Cabling Plan
N/A	Williamston Middle School Structured Cabling Plan
N/A	High School MDF-IDF Map
N/A	Middle School MDF-IDF Map

**C. Other Documents**

N/A	WCS HS Demo Counts
N/A	WCS MS Demo Counts
N/A	WCS MDF-IDF Information
N/A	WCS HS New Drop Counts
N/A	WCS MS New Drop Counts
N/A	Bid Attachment Required Documents