

6700 Browns Lake Road
Jackson, Michigan 49201
www.jcisd.org

Jackson County
Intermediate School District
On Behalf of Napoleon Community Schools

REQUEST FOR QUOTE (RFQ)

Napoleon Network Refresh

PART I – Introduction

The Jackson County Intermediate School District (JCISD) on behalf of Napoleon Community Schools, hereafter referred to as NCS, or collectively as customer, is accepting proposals for Network Equipment, installation, and configuration as defined below.

PART II – Scope

Equipment and Software

The district is in search of hardware as well as the installation and documentation of the work done. Please provide labor costs for daytime as well as after-hours work depending on customer’s desired implementation. The proposed system should include the following specs:

All Buildings

The vendor is requested to provide the hardware indicated in the proposal or equivalent. Also the cost to install the access points in the existing locations, document, and label the installs as requested by the client. The vendor should also include all CAT6 patch cables on the AP end. These cables should be as short as possible and be white in color.

The locations that wireless APs will be installed in are as follows:

- Napoleon High School, 201 West St, Napoleon, MI 49261

Installation Services

Please provide a cost to Install, Configure, and Document.

Final deliverables should be delivered in an excel file, with the following information:
Room Number, AP Name (given to vendor by client), MAC address, Serial Number, Drop ID

Each AP should be labeled with the name of the AP. This should be on the face of the AP in large writing able to be seen from the floor.

PART III – Instruction to Bidders

Overview

Jackson County ISD, will be accepting bids for “Napoleon Network Refresh” in accordance with the attached specifications.

Project Timeline

- RFQ Technical Questions Deadline – **Thursday, January 7th 2021 at 4:00 p.m.**
- Proposal Due Date – **Thursday, January 14th 2021 at 1:00 p.m.**
- Project Completion – TBD

RFQ Due Date and Location

This RFQ packet will be available on our website at the following link, <http://www.jcisd.org>, under the “About Us/Proposals/Bids” tab. Vendors are responsible for obtaining any updates or amendments to the RFQ from the website. Proposals are due by **Thursday, January 14th** no later than **1:00 p.m.**

The sole point of contact concerning this solicitation is:

Chris Kuntz
Jackson County Intermediate School District
6700 Browns Lake Road
Jackson, MI 49201

Attn: Napoleon Network Refresh

Proposals must be delivered to Chris Kuntz, and received prior to this deadline to the address noted above. E-mails will be accepted. Submit e-mail responses to JCISDRFP@jcisd.org.

Submittals

Please include in your proposal the following items:

- An itemized list of all hardware items including quantity, description, part numbers, and cost separated by **building**.
- Quotes used when ordering.
 - (1) for first shift install and (1) for second shift if rates are different
 - Quotes should be separated by building.
- Certification of Compliance – Iran Economic Sanctions Act Form
- Contractor Agreement Form

Failure to submit all required submittals could be considered as non-responsive proposal.

PART IV – General Terms and Conditions

Consideration of Proposals

The Customer reserves the right to reject any and all quotes; to accept portions of bids and alternates in any order or combination; is not obligated to accept the lowest or any RFQ; and may waive any informality or irregularity in submittal procedures.

The Customer intends to award a contract to a qualified bidder, provided the RFQ has been submitted in accordance with the RFQ Document requirements, and does not exceed the Customer's available funds.

Verbal Orders

Verbal orders for additions to or deletions from this bid must be stated in writing and agreed upon by the Customer.

Technical Questions

Technical questions with regard to this bid document must be submitted in writing no later than **Thursday, January 7th at 4:00 p.m.**

No **other** interpretations of the meaning of this bid document will be made to any bidder verbally. Every request for such interpretation shall be emailed to:

Jackson County Intermediate School District

Attn: Chris Kuntz

Email: JCISDRFP@jcisd.org

Proposal Binding Period

Prices quoted in the Vendor's response for all labor and materials will remain in effect for a period of at least one hundred eighty (180) business days from the issuance date of the Vendor's response. Labor rates should remain in effect for the length of the project.

Warranty

Materials hereinafter specified and furnished shall be fully guaranteed by the Manufacturer for one year from transfer of title against any defects. Defects which may occur as the result of faulty materials within one year after installation and acceptance by the Customer shall be corrected by the Vendor at no additional cost to the Customer.

The Vendor shall promptly, at no cost to the Customer, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective workmanship or labor within one year after completion of the project of which the work is a part.

The period of the Vendor's warranties for any items herein are not exclusive remedies, and the Customer has recourse to any warranties of additional scope given by the Vendor to the Customer and all other remedies available at law or in equity. The Vendor's warranties shall commence with acceptance of/or payment for the work in full.

If the Vendor procures equipment or materials under the Contract, the Vendor shall obtain for the benefit of the Customer equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.

The Vendor shall pass along to the Customer any additional warranties offered by the manufacturers, at no additional costs to the Customer, should said warranties extend beyond the one-year period specified herein.

This warranty shall in no manner cover equipment that has been damaged or rendered un-serviceable due to negligence, misuse, acts of vandalism, or tampering by the Customer or anyone other than employees or agents of the Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the Vendor's option. Insurance covering said equipment from damage or loss is to be borne by the Vendor until full acceptance of equipment and services.

Price Stability

Contract prices and discounts shall be fixed at the time the contract is signed and deemed "approved" by the Customer and the Vendor. In the event of price changes, replacement equipment shall be purchased at the lower of contract or then current

market price. In no case shall a price higher than contract price be paid for equipment proposed.

In the event that the Customer desires to purchase equipment or services not contained in the contract, future purchases will be determined using the Vendor–specified discount rate in the proposal from the manufacturer’s suggested retail price as of the date of the order.

In the case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.

In no case shall the price exceed the favored Vendor prices.

Variation in Quantities and Configurations

Equipment and quantity requirements are the best estimates currently available. The Customer reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell the Customer the revised quantity of items at the unit price as stated in the RFQ regardless of quantity changes.

E-rate Compliance

We are applying for category 2 E–rate funding for this project. When preparing the bid please take these things into consideration.

- A. E–rate eligible components in the response must meet the criteria specified by USF Category 2.
- B. All Vendors must have an E–rate SPIN designation, please include the SPIN# in your response.
- C. All Vendors must have a current Service Provider Annual Certification Form 473 on file with USAC.
- D. It is the Vendor’s responsibility to understand and comply with the rules and procedures required by the Schools and Libraries Corporation and the Universal Services Fund. If requested the successful Vendor will complete the SPI (Form 474) application. All USF form processing and Vendor response preparation are solely the Vendor’s responsibility and the District is not responsible for ANY costs associated.
- E. Portions of this project may be contingent on approval of E–rate funding.

F. Cost allocation will be determined where necessary by Client for purposes of devices with partial eligibility.

G. Any considerations regarding SPI or BEAR form invoicing options required by the Vendor must be communicated with the response.

Special Conditions

This facility is an educational facility that provides services to the students of the Customer. As such, activities in all buildings are critical to the provisioning of services to the students and staff and shall not be interrupted by the Vendor’s work activities. Service interruptions during normal business hours must be coordinated by the Vendor to minimize impact to the end users.

The Vendor will be required to work around all of the conditions listed above, as well as working with the Customer’s staff and students to minimize disruptions to normal Customer activities.

Recognizing the environment in which work is to be done, smoking, consumption of alcoholic beverages and inappropriate language are not acceptable. Smoking is not permitted anywhere on school property. Contingent on awarding of the contract, anyone assigned to work on the project must pass and provide a background check to have on file at the District. Any cost associated with this is the responsibility of the Vendor.

Payment Conditions

Payment shall be made upon final acceptance of the job by the Customer. The project will be deemed acceptable when the Vendor delivers to the Customer (as applicable):

- ✓ *Cables which are 100% free of defective pairs of copper or fiber strands.*
- ✓ *Passing Network Certification test results by an approved Level III tester on the horizontal cabling.*
- ✓ *OTDR / TDR test results on the backbone cables.*
- ✓ *Inspection of Vendors work by the District has been conducted.*
- ✓ *Documentation and other deliverables have been delivered to customer.*

Acceptance shall be further defined as beneficial use by the Customer. Acceptance will be deemed “in full” upon receipt by the Vendor of a Notice of Acceptance issued by the Customer upon beneficial use and full implementation of the Terms and Conditions and Technical Specifications of the Contract. Upon receipt of the Notice of Acceptance, the

Vendor shall notify the Customer in writing of a release of all liens for all materials and services associated with this project.

Inspection, Acceptance and Title

Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by the Customer, unless loss or damage results from negligence by the Customer. If the materials or services supplied to the Customer are found to be defective or do not conform to the specifications, the Customer reserves the right to cancel the contract upon written notice to the Vendor and return products at the Vendor's expense, based upon the terms of the Contract.

The Customer shall at all times have access to the work wherever it is in preparation or progress, and the Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall not close up any work until the Customer has inspected the work. Should the Vendor close up the work prior to inspection by the Customer, the Vendor shall uncover the work for inspection by the Customer at no cost to the Customer, and then recover the work according to the specification contained herein.

The Vendor shall notify the Customer in writing when the work is ready for inspection. The Customer will inspect the work as expeditiously as possible after receipt of notification from the Vendor.

Price quotations are to include the furnishing of all materials, permits, make readies, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the Contract Documents. The Customer will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. The Customer is a non-taxable entity and as such sales, consumer, use, and other taxes are not applicable.

Subcontractors

Each subcontractor shall agree to be bound to the Vendor by the terms and conditions of this RFQ.

Regulations, Codes, Standards, and Ordinances Compliance

All work specified within this document shall default to the following requirements unless otherwise specified:

The latest edition of the National Electrical Code®

- ✓ All local Building Codes and Ordinances, as applicable.
- ✓ ANSI/TIA-568-C.0 through ANSI/TIA/EIA-568-C.3.
- ✓ ANSI/TIA-569-C
- ✓ ANSI/TIA-606-B
- ✓ ANSI/TIA-607-B
- ✓ Federal Communications Commission.
- ✓ BICSI Telecommunications Distribution Methods Manual
- ✓ National Fire Protection Association
- ✓ OSHA (Standards-29 CFR) Telecommunications-1910.268
- ✓ Terminated in T-568B Standard

Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning “OSHA” and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney’s fees and court costs), which may be imposed on the Customer because of the Vendor, subcontractor, or supplier’s failure to comply with the regulations stated herein.

Ownership and Use of Architect’s Drawings, Specifications and Other Documents

The Drawings, Specification and other Documents prepared by the Architect are instruments of the Architect’s services through which the Work to be executed by the Vendor is described. The Architect grants the Customer a license to use and permit the use of copies, including reproducible copies of the Drawings, Specifications, and other documents prepared by the Architect in connection with the Customer’s construction of the Project, its use, and occupancy.

The Drawings, Specifications, and other documents shall not be used on other Projects by the Vendor without the prior written consent of the Architect, and the Vendor shall take such action as may be necessary to prevent their use on other projects. The Vendor

and Sub-contractors are granted a limited license to use (but not reproduce) applicable portions of the Drawings, Specifications, and other documents appropriate to and for use in execution of their Work under this RFQ.

Indemnification

The Vendor shall indemnify and hold harmless Jackson County ISD, Napoleon Community Schools and their employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by the Customer, its agents, Consultant or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless the Customer, its agents, Consultant or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Customer which may result from the operations and activities under this Contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Liability and Insurance

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance while providing services to the Customer under the requirements of this RFQ and any addendum.

Insurance Coverage

The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Worker’s Compensation, and Employer’s Liability Insurance as will assure to the Customer the protection contained in the foregoing indemnification provision undertaken by the Vendor. Such policies shall be issued by United States Treasury–approved companies authorized to do business in the State of Michigan and having agents upon whom service of process may be made in the Customer and shall contain as a minimum, the following provisions, coverage, and policy limits of liability.

General Liability

General Liability Insurance shall protect the Jackson County ISD, Napoleon Community Schools, its subcontractors, agents, and employees from claims for damages. General Aggregate shall not be less than Two Million Dollars (U.S. \$2,000,000.00) and it shall apply in total to this project only. Products – Comp/GP Aggregate shall not be less than Two Million Dollars (U.S. \$2,000,000.00). Personal & ADV Injury shall not be less than One Million Dollars (U.S. \$1,000,000.00). Each Occurrence shall not be less than One Million Dollars (U.S. \$1,000,000.00). Fire Damage shall not be less than Fifty Thousand Dollars (U.S. \$50,000.00) on any one (1) fire. Medical Expense shall not be less than Five Thousand Dollars (U.S. \$5,000.00) on any one (1) person. Broad Form Property Damage coverage shall include completed operations.

Product Liability

Product Liability or Completed Operations Insurance shall have bodily injury limits of liability of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per person; Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence, and Five Hundred Thousand Dollars (U.S. \$500,000.00) aggregate.

Workers’ Compensation and Employer’s Liability

Workers’ Compensation and Employer’s Liability Insurance shall meet minimum requirements set by the State of Michigan, but in no case less than Five Hundred

Thousand Dollars (U.S. \$500,000.00). The Disease Policy Limit shall not be less than Five Hundred Thousand Dollars (U.S. \$500,000.00).

Proof of Insurance

The Vendor shall furnish to the Customer a Certificate of Insurance or duplicate policies of insurance described above which specifically protect the Customer. Jackson County ISD and Napoleon Community Schools shall be identified as additional insured on the General Liability policy form. Jackson County ISD and Napoleon Community Schools shall be named as the Certificate Holder.

Such certification must contain a provision for notification of the Customer thirty (30) days in advance of any material change in coverage or cancellation.

Notification shall be in writing and signed in ink by a duly authorized officer of the Insurer.

Insurance Companies are subject to approval and may be rejected by the Customer without stated cause.

Claims

In any and all claims against the Customer, or any of their agents or employees by any employee of the Vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit acts.

Bid Evaluation

1. Bids will be evaluated as follows:

- Compliance with bid documents
- Completeness of bid
- Contractor qualifications
- Price
- Anticipated completion timelines
- Previous experience
- References

2. Right to Reject

The Customer reserves the right to reject any or all bids for any reason.

This RFQ as well as the Vendor's response will become contractual obligations of the successful Bidder. Additionally, by bidding on this RFQ, Vendors accept and acknowledge that the Customer may accept any or all proposals, ultimately waive some bid specifications where in its sole discretion it is appropriate, and not necessarily award the contract to the lowest Bidder. Additionally, Bidders accept and acknowledge that the decision of the Customer is final and that the Vendors waive any recourse against the Customer, Consultant or other Vendors which may otherwise exist for action occurring during the course of this bid solicitation process.

The Customer at its discretion may award different sections to different vendors, if in their opinion it is in their best interest.

In the event of a conflict between any terms or conditions in any of the documents comprising the entire present Agreement, the terms and conditions set forth in this Request for Proposal shall take precedence.

All documents constituting the entire present agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

Cancellation

In the event any provisions of this RFQ are violated by the Vendor, the Customer may give written notice to the Vendor stating the deficiencies. Unless deficiencies are corrected within five (5) working days, recommendations will be made to the Customer for immediate cancellation. The Customer reserves the right to terminate immediately any contract resulting from this RFQ for failure to correct deficiencies.

Advertising

The Vendor agrees not to use the results from this RFQ as a part of any commercial advertising without prior written approval of the Customer.

Installation Guidelines

All work performed on this project will be installed under the guidelines of the current edition of the National Electrical Code®, the current edition of the National Electrical Safety Code®, the current issue of the ANSI/NECA/BICSI-568 Standard for Installing

Commercial Building Telecommunications Cabling, the current edition of the BICSI Telecommunications Distribution Methods Manual, the current edition of the BICSI Cabling Installation Manual, the latest issue of the ANSI/TIA/EIA Standards as published by Global Engineering Documents as ANSI/TIA/EIA Telecommunications Building Wiring Standards, and all local codes and ordinances.

PART V – Pricing

Total Price

The total price quoted must include shipping to the district location: Napoleon Community Schools, 201 West St, Napoleon, MI 49261. Any additional costs outside of the stated guidelines must be provided with an explanation, as an attachment to the Bidder’s proposal.

PART VI – Configuration Specifications & Pricing Summary

This project can be awarded in whole or in part. Vendor is allowed to bid on the hardware and/or the install of the equipment.

Price Summary

Napoleon High School

Product	Equivalent	Qty	Unit Cost	Total Cost
C9120AXI-B-EDU		50		
Install, Config, Document Aps		50		
Total				

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Jackson Intermediate School District’s Request For Proposal, the “RFQ”, hereby certifies, represents, and warrants that the Company and 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 the Company is awarded a purchase order by Jackson Intermediate School District as a result of the aforementioned RFQ, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the purchase order.

The Company 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 two (2) times the amount of the contract or proposed purchase order for which the false certification was made, whichever is greater, the cost of Jackson Intermediate School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to proposal on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

NAME OF COMPANY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Contractor Agreement Form

We, the undersigned, have prepared and submitted this Contractor Agreement Form as our proposal in response to the “**Napoleon Network Refresh**” issued by the Jackson County Intermediate School District located at 6700 Browns Lake Road, Jackson, Michigan 49201 on behalf of Napoleon Community Schools.

We understand the submittal of this Contract Agreement constitutes our offer of Proposal for this equipment. And that this submittal shall not be construed as a bilateral Agreement until fully executed as a Contract countersigned by the Customers.

This price is guaranteed for one hundred eighty (180) days after the date of opening bids, and that labor rates are guaranteed for the length of the contract. If authorized to proceed within that period we agree to deliver the equipment covered by this bid at the said price.

Signature of Authorized Agent: _____

Printed Name and Title of Agent _____

Name of Firm _____

Address, City, State, ZIP _____

Telephone Number _____

SPIN# _____