



**CHESAPEAKE PUBLIC SCHOOLS
Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322**

January 6, 2012

To All Interested Parties:

Please find attached hereto our Request for Proposal (RFP) **#25-1112 - Installation and Integration of Audio-Visual Equipment and Digital Media Distribution System**. Please read carefully the information contained herein.

You are requested to submit **one (1) original (clearly identified as “ORIGINAL”), eight (8) copies and one digital copy (CD ROM)** of your response no later than the date and time specified on the Letter of Transmittal contained herein. Responses shall be submitted to the attention of Ms. Amy P. George, CPPB, Buyer, Chesapeake Public Schools, School Administration Building, 312 Cedar Road, Chesapeake, Virginia 23322.

A pre-proposal conference will be held on January 18, 2012 at 1:00 PM in the School Administration Building, 312 Cedar Road, Chesapeake, Virginia 23322, to clarify and answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source which may affect the responses to this RFP, will be formally addressed by the CPS Purchasing Department via addendum/addenda. Attending this conference is not mandatory, but strongly recommended. After the pre-proposal conference, please direct all questions by phone, fax, mail or email to the contact person, no later than five (5) days prior to the date of the RFP submittal.

An envelope template (**Attachment E**) has been provided for your use to be affixed to the outside of the envelope of your company's RFP response. Failure to utilize the envelope template may result in the Offeror's proposal not being considered.

If you have any questions concerning this RFP, please call me at (757) 547-0265.

Sincerely,

Amy P. George, CPPB, Buyer

*The Chesapeake Public School System is an equal educational opportunity school system.
The School Board of the City of Chesapeake also adheres to the principles of equal opportunity in employment and, therefore, prohibits discrimination in terms and conditions of employment on the basis of race, sex, national origin, color, religion, age, or disability.*

LETTER OF TRANSMITTAL

*****THIS FORM MUST BE SIGNED AND RETURNED IN THE PROPOSAL TO CONSTITUTE A VALID OFFER*****

Issue Date:	January 6, 2012
RFP Name:	Installation and Integration of Audio-Visual Equipment and Digital Media Distribution System
RFP Number:	25-1112
Closing Date:	January 30, 2012
Closing Time:	4:00 pm Eastern Standard Time
Using Department:	Information Technology
Commodity Code (s):	204, 285, 803-30, 840, 880 AND 915
Issued By:	Amy P. George, CPPB, Buyer

Sealed Proposals Must Be Received by 4:00 pm Eastern Standard Time,

All Inquiries For Information Should Be Directed To:

Amy P. George, CPPB, Buyer
Chesapeake Public Schools
Purchasing Department
312 Cedar Road
Chesapeake, VA 23322
Phone: (757) 547-0265, Fax: (757) 547-0279
Email: amy.george@cpschools.com

If necessary, an addendum will be posted on DemandStar (www.demandstar.com) as well as the Chesapeake Public Schools' website (www.cpschools.com).

Proposals may be mailed or delivered to the Purchasing Department address listed above.

In compliance with this request for proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers, and agrees to furnish services requested in the solicitation. By signing below, the undersigned attests that the offeror is not under debarment as stated in Part 2.5 and have complied with Ethics in Public Contracting guidelines as stated in Part 2.2.

.....
THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM AND RETURNED AS PART OF YOUR PROPOSAL. FAILURE TO SIGN AND RETURN THIS FORM WILL RESULT IN YOUR FIRM BEING DISQUALIFIED FROM THIS RFP.

Date: _____ Terms: _____

Vendor Name: _____

Street Address: _____ City _____ State: _____ Zip: _____

Name of Authorized Signor: _____ Signature: _____

FEI/FIN No: _____ Phone: _____ Fax: _____

E-Mail Address: _____

Website Address: _____

DUNS #: _____

Initial to acknowledge receipt of Addendum #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

**VENDOR'S AUTHORIZATION TO TRANSACT BUSINESS IN THE
COMMONWEALTH**

To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification No.:

or

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

TABLE OF CONTENTS

SECTION 1: BACKGROUND AND SCOPE OF SERVICES	3-9
SECTION 2: GENERAL TERMS AND CONDITIONS	10-23
SECTION 3: REQUIREMENTS AND SPECIFICATIONS	24-39
SECTION 4: PROPOSAL REQUIREMENTS	40-51
SECTION 5: SELECTION PROCESS AND AWARD	52-54
SECTION 6: ATTACHMENTS	55-61
SECTION 7: SUPPLEMENTARY GENERAL PROVISIONS FOR ARRA/DAVIS BACON ..	62-94

**CHESAPEAKE
PUBLIC SCHOOLS**

**Installation and Integration of
Audio-Visual Equipment and
Digital Media Distribution System
#25-1112**

REQUEST FOR PROPOSALS

**SECTION 1
BACKGROUND AND SCOPE
OF SERVICES**

1.1 BACKGROUND

1.1.1 Introduction

The purpose of this Request For Proposal (RFP) is to solicit sealed proposals from qualified firms (hereafter “Offerors”) to provide Chesapeake Public Schools (hereafter “Division”) a solution for video distribution, installation and integration of the audio-visual equipment and associated technology hardware and software, to include training, warranty and maintenance support.

1.1.2 Organization Background

Based on enrollment, the Division is the seventh largest school district in Virginia. With nearly 40,000 students, 56 schools, centers and administrative buildings, and approximately 5,700 full-time employees.

1.2 SCOPE OF SERVICES

1.2.1 The Division is currently renovating Indian River High and will require the successful Offeror (hereafter “Contractor”) to perform installation and configuration of new audio-visual equipment and digital media distribution system in the quantities specified herein. A detailed Room Matrix for Indian River High School will be provided to the successful Offeror at the time of award.

1.2.2 It is also the Division’s intent that this Contractor will become the Division’s primary Contractor for the installation and integration of audio-visual equipment and digital media distribution, on an ongoing, as-needed basis. **The Division reserves the right to order additional services specified in this RFP, at the contracted prices, for any facility under its jurisdiction through June 30, 2013. The contract may be renewed upon mutual agreement for four (4) additional one year periods.** In some instances, the Division may require a portion but not all of the services described herein. Thus, the scope of work for future projects will be coordinated with the Contractor at the time of request.

1.2.3 The Division will require training and warranty services as described herein in Section 3.4.

1.2.4 For retrofit projects, Chesapeake Public Schools reserves the right to provide interactive whiteboards, projectors, document cameras, and sound enhancement systems as deemed necessary based on existing equipment due to prior renovations. In the event of a retrofit installation, the overall solution should combine existing audio-visual equipment as well as new equipment to create a fully functional audio-visual system to include digital media distribution. Other projects will require full installation and integration of a digital media distribution system consisting of encoders, decoders, media appliances and digital content management software with the specified equipment.

1.2.5 The Offeror must have demonstrated experience in providing the type of services requested in this RFP and a proven track record that demonstrates success in managing and completing projects of similar scope and size.

1.3 PROJECT LOCATION

The initial project location is listed below. The Contractor will be notified of any other projects and locations as they become known to the Division.

Initial Project Location:
Indian River High School
1969 Braves Trail
Chesapeake, VA 23325

1.4 CONTRACT PERIOD

The contract established by the awarding of this RFP (established by School Board approval, Letter of Intent, Purchase Order, or Formal written contract, whichever occurs first) will remain in effect through June 30, 2013. The contract may be extended, upon mutual agreement of both parties, for four (4) additional one-year periods, in accordance with the terms, conditions and prices set forth in the negotiated contract resulting from this RFP.

1.5 PRICING

The subsequent contract will be a firm-fixed price agreement. The contracted prices for labor hours and material costs will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract.

1.6 PRICE INCREASES

- 1.6.1 Price increases may be negotiated only at the time of contract renewal. If a price increase is necessary, it must be mutually agreed upon and may not exceed the Consumer Price Index–All Urban Consumers (CPI-U), as reported annually by the Bureau of Labor Statistics, or 5%, whichever is less. The CPI-U will be calculated for the latest twelve months for which statistics are available as of August 1 of the renewal year using data from the following table: *U.S. All items, 1982-84=100 - CUUR0000SA0 (Not Seasonally Adjusted); Area: U.S. City Average.*
- 1.6.2 The request for a change in the unit price shall include, at a minimum, (1) the cause for the adjustment; (2) the amount of the change requested and (3) documentation supporting the requested adjustment (i.e., appropriated Bureau of Labor Statistics, Consumer Price Index (CPI-U), manufacturer's price change documentation, etc.).
- 1.6.3 Any decrease in costs must be passed along to Chesapeake Public Schools. Failure to notify the District of such decrease is grounds for cancellation of the contract between Chesapeake Public Schools and the successful vendor.

1.7 PROJECT COMMENCEMENT / SCHEDULE

The contractor shall be available to begin the tasks specified herein upon award of contract. **The project at Indian River High shall be completed in phases with the last phase completed no later than August 23, 2013.**

1.8 SCHEDULE OF EVENTS

Listed below are actual and estimated dates for actions related to this RFP. These dates are for planning purposes and represent the Division's desired timeline. Any revisions to the dates will be made by addendum.

DATE	EVENT	LOCATION	TIME
January 6, 2012	Request for Proposals Posted	http://www.cpschools.com/departments/purchasing/index.html and http://www.demandstar.com/	N/A
January 18, 2012	Pre-Proposal Conference	Chesapeake Public Schools Admin Bldg., Purchasing Dept. 312 Cedar Road Chesapeake, VA 23322	1:00 P.M.
January 30, 2012	Offeror's Proposals Due	Chesapeake Public Schools Admin Bldg., Purchasing Dept. 312 Cedar Road Chesapeake, VA 23322	4:00 P.M.
February 6-10, 2012	Interviews, if required	Chesapeake Public Schools Admin Bldg., Purchasing Dept. 312 Cedar Road Chesapeake, VA 23322	TBD
February 28, 2012	Award		
August 23, 2013	Indian River High Project Complete		

1.9 GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

1.9.1 This RFP is a request for the installation and integration of audio-visual equipment and digital media distribution system for Chesapeake Public Schools.

1.9.2 The Division's intention is to enter into a primary contractual relationship with one firm who will serve as the prime contractor legally and financially responsible for the performance of audio-visual equipment and digital media distribution system installation and integration services. It is not the intent of the Division to use the subsequent contract to purchase audio, visual or related equipment under this RFP, other than equipment specified herein.

- 1.9.3 The Division reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interests of the Division.
- 1.9.4 The Division reserves the right to meet with Offerors at any time to gather additional information.
- 1.9.5 The Division reserves the right to delete or add services up until the final contract signing.
- 1.9.6 This procurement involves a negotiated contract. It is anticipated that, once the Division identifies one or more viable Offerors, after demonstrations and other evaluative processes, competitive negotiations will take place with the Offerors on costs of implementation services as well as other items. The School Division will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of Offerors. Firms that contend that they lack flexibility because of the firm's corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase.
- 1.9.7 All Offerors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP. The Offeror further agrees that the performance time specified is a reasonable timeframe, having carefully considered the nature and scope of the project as aforesaid.
- 1.9.8 When responding to this RFP, follow all instructions carefully. Follow the format outlined in Section 4-Proposal Requirements of this RFP to provide the required information. Failure to use this format may result in non-consideration of the Offeror's proposal.
- 1.9.9 This solicitation is subject to the provisions of the Division's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.
- 1.9.10 The Division is not responsible for any errors or ambiguities associated with the analysis of the Offeror's proposal.
- 1.9.11 It is the intent of the Division, to incorporate by reference into this agreement, the successful Offeror's proposal, additional information requested, and negotiated changes. The Division will issue a Letter of Intent, Purchase Order, and/or Contract Agreement for the services procured.

1.9.12 COOPERATIVE AGREEMENT. The following entities are hereby named as potential participants in this solicitation in accordance with the Code of Virginia, Section 2.2-4304:

- City of Chesapeake
- Hampton City Public Schools
- Newport News City Public Schools
- Norfolk City Public Schools
- Portsmouth City Public Schools
- Suffolk City Public Schools
- Virginia Beach City Public Schools

The successful Offeror must deal directly with any participating entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment. The Division shall not be held responsible for any costs, damages, etc. incurred by any other participating entity. Each of these entities may enter into a contract directly with the successful firm with all the terms and conditions as set forth in this RFP.

1.10 ISSUING AGENT

All communications regarding this RFP process should be directed to the Issuing Agent:

Amy P. George, CPPB, Buyer
Chesapeake Public Schools
Purchasing Department
312 Cedar Road
Chesapeake, Virginia 23322
Phone: (757) 547-0265, Fax: (757) 547-0279
E-mail: amy.george@cpschools.com

1.11 CLARIFICATION OF TERMS

- 1.11.1 Offerors are specifically directed NOT to contact any Division personnel for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any Division personnel may be cause for rejection of the Offeror's RFP response. All communication regarding any aspect of this RFP shall be directed to the personnel identified herein as the Issuing Agent.
- 1.11.2 Prospective Offerors are invited to submit written questions and/or requests for clarification concerning this RFP to the Issuing Agent via fax, postal mail, or E-mail. Questions and requests for clarification must be received no later than the date specified in Section 1.8 – Schedule of Events.
- 1.11.3 Any revisions to the solicitation will be made only by addendum issued by the Purchasing Department. The addenda will be published on DemandStar (www.demandstar.com) and the Division's website (www.cpschools.com). Any oral responses are not official. Offeror is encouraged to check DemandStar or the

Division's website daily, up to 48 hours prior to proposal closing, to check and secure any addenda. Offerors not having access to the Internet should contact the Division's Purchasing Department and request that any addenda issued by provided through U.S. mail. **Receipt of addenda must be acknowledged on the Letter of Transmittal.**

1.12 AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)/WAGE RATE REQUIREMENTS/DAVIS BACON

The contract resulting from the award of this bid is funded in whole or in part using the American Recovery and Reinvestment Act of 2009 (ARRA). As such there are mandated federal and state requirements governing such a contract. The successful vendor/contractor and any subcontractor agree to comply with certain requirements as set forth within the **SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS FUNDED BY THE UNITED STATES THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (SECTION 7 OF THIS BID DOCUMENT)**.

Any vendor/contractor and subcontractor not willing to adhere to and conform with the requirements found in Section 7 of this bid should not bid or accept a contract in which ARRA funds are being used.

**CHESAPEAKE
PUBLIC SCHOOLS**

**Installation and Integration of Audio-
Visual Equipment and Digital Media
Distribution System
#25-1112**

REQUEST FOR PROPOSALS

SECTION 2

**GENERAL TERMS AND
CONDITIONS**

2.1 ANTI-DISCRIMINATION

By submitting their proposals, Vendors certify to the Division that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

- A. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions of A above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.2 ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA):

By submitting their proposals, Vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.3 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 2.2-4311.1 of the Code of Virginia requires that contractors do not and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. Chesapeake Public Schools requires a completed Certificate of Compliance with Immigration Laws and Regulations for transactions that total more than \$50,000. This certificate shall be attached to the contract document, if applicable (“**Attachment C**”).

2.4 CERTIFICATE OF COMPLIANCE

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor’s employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor’s employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Chesapeake Public Schools requires a completed Certificate of Compliance. This certificate shall be attached to the contract document. (“**Attachment B**”).

2.5 DEBARMENT STATUS

By submitting their proposals, Vendors certify that they are not currently debarred by the Commonwealth of Virginia, or any locality in the state of Virginia, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Vendors under debarment should attach documentation explaining the circumstances and nature of the debarment.

2.6 ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Division all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the division under said Contract.

2.7 REQUIRED FORMAT AND TERMS AND CONDITIONS

Failure to submit a proposal utilizing the format provided in **Section 4** of this RFP may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the division reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

2.8 PRECEDENCE OF TERMS

In the event there is a conflict between the other Required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

2.9 CLARIFICATION OF TERMS

If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor should contact the buyer whose name appears on the face of the solicitation no later than 7 (seven) working days prior to RFP due date. Any revisions to the solicitation will be made only by addendum issued by the Division's Purchasing Department.

2.10 QUALIFICATIONS OF VENDORS

The Division may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services and/or furnish the goods required, and the Vendor shall furnish to the Division all such information and data for this purpose as may be requested. The Division reserves the right to inspect vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities.

The Division further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the Division that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

2.11 ASSIGNMENT OF CONTRACT

A contract shall not be assigned by the Contractor in whole or part without the written consent of the Division.

2.12 DEFAULT

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the Division, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies that the Division may have. Any contractor judged non-responsive or in default will be removed from the Chesapeake Public Schools bidders' list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the contractor and a representative of the Chesapeake Public Schools Purchasing Department in which the contractor supplies appropriate documentation that the original problem resulting in debarment has been corrected.

2.13 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4363 of the *Code of Virginia*.
- B. The Division may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of installation. The Contractor shall comply with the notice upon receipt of the written approval of the Division. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Division a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

1. By agreeing upon a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Division's Purchasing Department right to audit the Contractor's records and/or to determine the correct number of units independently; or
2. By ordering the Contractor to proceed with the work and keep record of all costs incurred and savings realized. A markup of overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Division's Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Division's Purchasing Department shall have the right to audit the records of the Contractor, as it deems necessary to determine the cost or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Division's Purchasing Department within thirty (30) days from the date of receipt of written order from the Division's Purchasing Department.

2.14 TERMINATIONS

A. Termination for Cause

If the Contractor should breach the contract or fail to perform the services required by the contract, the Division may terminate the contract for cause by giving thirty (30) days written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Division, the contract may be terminated by the Division at any time thereafter upon written notice to the Contractor or, in the alternative, the Division may give such extension of time to remedy the breach as the Division determines to be in its best interest. The Division's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Division's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Division for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract. Contractors judged to be non-responsive/in breach of contract will be removed from the bidders' list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the contractor and a representative from the Division's Purchasing Department in which the contractor demonstrates that the unsatisfactory condition/action has been corrected.

B. Termination for Convenience

The contract may be terminated by the Division in whole or in part for the convenience of the Division without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Such notification shall be with a minimum of sixty (60) day's notice. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the contract is terminated in whole or in part for the convenience of the Division, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Division for delivery to the Division of all products of the services for which the Contractor has or will receive compensation.

C. Delivery of Materials

Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Division all products and services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Division within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract", "failure to perform", or specific performance of the contract.

D. Compensation Due the Contractor

Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Division. Said fees which have been earned shall be billed to the Division in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the Division for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Division.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the Division.

2.15 TAXES

Sales to the Division are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Division's excise tax exemption registration number is 54-0972327.

2.16 INSURANCE

By signing and submitting a proposal under this solicitation, the Vendor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) showing Chesapeake Public Schools as additional insured and certifying the following minimum insurance coverages are in effect at the time the contract is awarded, and will continue to submit subsequent certifications upon policy renewals. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Vendor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and has an A- or better A.M. Best rating.

INSURANCE COVERAGE AND LIMITS REQUIRED:

Minimum Limits

- A. Workers' Compensation – Statutory limits, statutory requirements and benefits require that the Division be added as an additional named insured party on Vendor's policy. (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable).
- B. Employer's Liability - \$500,000
- C. Commercial General (Public) Liability - \$1,000,000 Combined single limit. Commercial General Liability is to include Premises/Operations Liability Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Division must be named as an additional insured and receive the endorsements to the required policies.
- D. Automobile Liability - \$1,000,000 Combined Single Limit. The Division must be named as an additional insured and receive the endorsements to the required policies.
- E. Malpractice/Professional Liability/Errors and Omissions Coverage - \$2,000,000 per claim, \$2,000,000 aggregate. The Division must be named as an additional insured and receive the endorsements to the required policies.

2.17 MINORITY BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Division to contribute to the establishment, preservation, and strengthening of minority businesses (as defined by the *Code of Virginia*, Section 2. 1-64.32:1), small businesses, and women-owned businesses. Towards that end, the Division encourages Contractors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. If the total amount of the contract exceeds \$100,000, the Contractor shall complete and submit with its request for final payment, a report describing the Utilization/Participation of Small Businesses and Businesses Owned by Women and Minorities in the work on this Contract.

2.18 DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.19 ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, The Division will publicly post such notice on DemandStar (www.demandstar.com), and in the Electronic Bid Board for 10 days on the Division's website (www.cpschools.com), under the Bids and RFP's Awarded Bids' section. Vendors not having access to the Internet should contact the Division's Purchasing Department and request that a copy of the Award Letter be provided through U.S. mail.

2.20 APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations, as well as School Board Policy.

2.21 USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the Division, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Vendor is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Division to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Vendor clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

2.22 TESTING AND INSPECTION

The Division reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

2.23 DISPUTE RESOLUTION

Any claim or breach against the Division must be reported to the Division within the time limits set forth in § 2.2-4363 of the *Code of Virginia*. The Division will respond in writing within 30 days.

2.24 ISSUING AGENT

The Division's Purchasing Department is issuing this RFP. Vendors are specifically directed NOT to contact any Division personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any Division personnel may be cause for rejection of the Vendor's RFP response. All communications regarding this RFP process should be directed to: Amy P. George, CPPB, Buyer, (757) 547-0265, Email: amy.george@cpschools.com.

2.25 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals vendors must follow the *Detailed Submittal Requirements – Section 4* of this proposal. Failure to follow these directions may disqualify your proposal from being considered.

2.26 PROPOSAL COSTS

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the Division to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Division or for participating in any selection interviews.

2.27 ACCEPTANCE

Submission of any proposal indicates a Vendor's acceptance of the conditions contained in this RFP in addition to or any Addenda issued by the Division's Purchasing Department unless clearly and specifically noted otherwise by the Vendor. Any such notice, however, may result in the Vendor being declared non-responsive.

2.28 ADDITIONAL INFORMATION

The Division reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Division deems desirable. Further, the Division reserves the right to order items from State Contracts or other competitively negotiated contracts such as US Communities contracts if it is deemed in the best interest of the Division.

2.28 ADVERTISING

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Division will be used in product literature or advertising without permission from the Director of Purchasing. The Contractor shall not state in any of its advertising or product literature that the Division has purchased or uses its products or services.

2.29 SAFETY

- A. The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which property that may come on the building site or be affected by the Contractor's operation in connection with the work.
- B. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

- D. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- E. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on any emergency work shall be billed at existing contract rates.

2.30 HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Division, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

2.31 WORKMANSHIP, AND INSPECTION AND SUBCONTRACTORS

All work under the resulting contract shall be performed in a skillful and workmanlike manner. If subcontractors are part of the proposal, these organizations and individuals should be clearly identified. The Division must approve all subcontractors. The Division may, in writing, require the Contractor to remove any subcontractor employee or subcontractor employee from the contract that the Division deems inappropriate for contract performance.

2.32 CONFIDENTIAL MATTERS

All data and information gathered by the Vendor and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Vendor and its agents as confidential. The Vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda,

and/or in another job or jobs, unless written consent is obtained from the Division. The Division recognizes that some of the material received from the Vendors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the Division or that which is mandated under statute/administrative code. It is solely the Vendor's responsibility to clearly identify proprietary information as such. **The Vendor must be able to document the basis for information being marked as proprietary, and may not submit proposals in which the entire document is marked proprietary.** (See "Attachment D")

2.33 FUND-OUT CLAUSE

Failure of the School Board to fund or City Council of Chesapeake to appropriate funds in any year for payment in full required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the Division of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller. This contract shall not constitute a debt of the City of Chesapeake or the Division, within the meaning of any limitations or indebtedness of the Division or the City of Chesapeake, under the constitution or laws of the Commonwealth of Virginia, including the Charter of the City of Chesapeake.

2.34 SEVERABILITY

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

2.35 LICENSE REQUIREMENT

All firms doing business with the Division are required to be properly licensed in accordance with the City of Chesapeake's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Chesapeake are exempt from this requirement. Questions concerning the applicability of the BPOL Tax should be directed to the Chesapeake Commissioner of the Revenue's Office. Phone: (757) 382-6738.

2.36 PAYMENT OF TAXES

All Contractors located or owning property in the City of Chesapeake shall assure that all real estate and personal property taxes are paid.

2.37 RETENTION OF VENDOR MATERIAL

The Division reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected. No proposals will be sent back to Vendors.

2.38 PRODUCT SUBSTITUTION

During the term of any contract resulting from this solicitation, the Vendor is not authorized to substitute any item for that product, services and/or software identified in the solicitation without the prior written consent of the Division.

2.39 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Division. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Division to evidence the Division's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

2.40 CONFIDENTIAL INFORMATION

During the term of the contract, the Vendor shall respect the privacy of all confidential data, information, and other such matters entrusted to it in the course of its performance of the services requested herein. At the conclusion of the term of the contract, or upon termination thereof, the Vendor shall return to the Division all such confidential data, information, and other such matters belonging to the Division in the original format, unless otherwise requested by an authorized representative of the Division, and further agrees not to release such information without the express written permission of the Division.

2.41 WARRANTY

To the extent feasible, the Vendor warrants that all services will be rendered in a safe, professional, and consistent manner for the length of the contract.

**CHESAPEAKE
PUBLIC SCHOOLS**

**Installation and Integration of
Audio-Visual Equipment and
Digital Media Distribution System
#25-1112**

REQUEST FOR PROPOSALS

**SECTION 3
REQUIREMENTS/
SPECIFICATIONS**

3.1 GENERAL REQUIREMENTS

- 3.1.1 The Contractor shall not begin performance of any task until an executed purchase order has been furnished by the Division's Purchasing Department.
- 3.1.2 The project shall be completed in accordance with good technical and professional practice, due diligence and in accordance with the requirements, stipulations, provisions and conditions of the awarded contract. Contractor performance will be continually monitored for proper performance, progress, timeliness, efficiency, responsiveness, thoroughness and overall contract compliance.
- 3.1.3 All materials, equipment, workmanship, working conditions and construction methods shall comply with all latest applicable sections of local, municipal, State, and Federal Codes.
- 3.1.4 All materials and equipment furnished by the Contractor shall be new.
- 3.1.5 The Contractor may be required to work with the Division's incumbent contractors in completing the project. The Contractor must establish positive working relationships and coordinate all work efforts with those of the incumbent contractors. In the event of any conflicts, delayed or improper preparatory work by others, the Contractor shall notify the Division. The Division's decision will be binding.
- 3.1.6 The Contractor will take adequate measures to maintain protection of each Division facility. Any damage to any part of the facility by the Contractor or his designee shall be repaired or replaced at the Contractor's expense and to the complete satisfaction of the Division.
- 3.1.7 The Contractor will dispose of all debris and rubbish from the site that is a direct result of performing any system installation or modification. Contractor will leave the work area clean at the end of each work day.
- 3.1.8 The Contractor must convey to the Division all rights to any codes, schemas and/or related materials for any new or modified programs, in electronic and hard copy form.
- 3.1.9 The Contractor must use and adhere to all Division standards and procedures, such as naming conventions, programming, testing and documentation standards, as appropriate of the project and when brought to the Contractor's attention.

3.1.10 Chesapeake Public Schools' general work hours are Monday through Friday 8:00 AM to 4:00 PM (state holidays excluded). All required administrative interaction with school personnel would be performed during these hours. Contractor personnel may be required to perform work beyond the general work hours and may be required to work weekends. Scheduling will be arranged to accommodate all parties.

3.2 SPECIFICATIONS

3.2.1 The Digital Media Distribution System should be a complete turn-key solution and should address the following requirements:

3.2.1.1 Live streaming/broadcasts from multiple sources (camera, CPS created content, or content for which CPS has digital rights)

3.2.1.2 Digital Signage (may consist of video streams from cable TV, stored content, other broadcasts)

3.2.1.3 Ability to transmit live or recorded video streams from designated locations throughout the facility (i.e. mobile units with cameras, microphones and recording capabilities).

3.2.1.4 Provide ability to transmit at minimum 8 channels for live TV and 2 channels for mobile video streaming units.

3.2.1.5 Storage/repository for video, audio, and other common file types (provide list of supported file types)

3.2.1.6 Storage should be expandable as required

3.2.1.7 Content stored on such storage/repository should be searchable via metadata

3.2.1.8 Ability to report projector/lamp hour usage with user-friendly reporting

3.2.1.9 Ability to schedule automatic power up and power down of projectors

3.2.1.10 Output devices can include LCD TVs, Projectors, Computers/laptops, document cameras

3.2.1.11 Integrate with locally owned, leased or web-based subscriptions for video content such as Discovery Streaming, NBC Learn...etc.

3.2.1.12 Option to encode pre-existing video content

System control features include the following features:

3.2.1.13 Web-based control and management from local and central sites.

3.2.1.14 Ability to perform group scheduling/control of multiple devices (i.e. delivery to specific zones).

3.2.1.15 Remote configuration and firmware update capability.

3.2.1.16 Ability to schedule/initiate a morning announcement which designates a specific source and forces all and/or zoned projectors/video outputs to that broadcast.

3.2.1.17 Perform initial importing of user accounts; the application must authenticate with Active Directory.

3.2.2 Project Meetings

The Contractor shall attend an initial meeting with the Division representative(s) prior to the commencement of work in order to coordinate with the Division in the development of project procedures and the coordination of work efforts. The Contractor shall submit a project schedule. The contractor's schedule shall coincide with Division deadlines. Contractor shall attend all Division/Architect/Contractor and appropriate General Contractor meetings.

3.2.3 Personnel

3.2.3.1 The Division will require the Contractor to take responsibility for the project and assume the role of project manager in order to assure the successful implementation. The Contractor shall provide a full-time, on-site Project Manager for the duration of the project. The Project Manager will be responsible for all technical questions and concerns relating to content and performance. The Project Manager's responsibilities will include but are not limited to the verification of power requirements, cabling needs and access and firmly establishing any preexisting functionality that needs to be maintained.

3.2.3.2 Contractor employees working at the project must be oriented to project and understand and have knowledge of the project specifications pertaining to their respective scope of work.

3.3 DESCRIPTION OF WORK REQUIREMENTS

3.3.1 Audio Visual Integration

3.3.1.1 The Contractor is required to provide, install, configure and otherwise make operational all software necessary for the Digital Media Distribution System to work seamlessly with all functions and features available with the Digital Media Distribution System, all classroom equipment and audio-video equipment referenced in this contract.

3.3.1.2

The Contractor shall perform the following tasks as part of the installation requirement:

- a. Set up all servers, software and other hardware components specified within the RFP;
- b. Work with Division personnel to configure the organization's network, switches, routers and firewalls in order to achieve full functionality; it can be assumed that Division personnel will perform the networking configurations but the actual requirements that are unique for the system must be provided by the Contractor;
- c. Perform initial importing of user accounts; the application must authenticate with Active Directory;
- d. Set up default course structure based on the organization's offered courses;
- e. Create default groups for initial access by various levels of users;
- f. Install and connect owner and contractor furnished equipment including but not limited to:
 - Wireless keyboards (owner furnished)
 - Docking stations (owner furnished)
 - Document cameras (owner furnished)
 - Sound field enhancement systems (owner furnished)
 - Interactive whiteboards (owner furnished)
 - Local Input Panel (installed)
 - Docking station power cord
 - USB cable from docking station to the document camera. VGA cable from the document camera
 - CAT 6 Patch Cable
 - XVGA extension cable (contractor furnished)
 - USB extender with cable for interactive board (contractor furnished)
 - Audio cable from docking station (contractor furnished)
 - Projectors (owner furnished)
 - Flat Panel TVs (owner furnished)
 - Flat Panel TV mounts (contractor furnished)
 - Mounts for WXGA projector (contractor furnished)
 - Digital Media Distribution System (contractor furnished)
 - Cabling to connect docking station to the local input panel (contractor furnished)
 - Arrange and install docking station, document camera, and charger for microphones on owner provided cart/lectern
 - Provide all jumper cables and create a ten foot umbilical (neatly fastened) from docking station to local input panel.

3.3.1.3 The Contractor must perform troubleshooting and resolution of issues in order to achieve proper system operations.

3.3.2 IN-ROOM AUDIO SYSTEM (OWNER FURNISHED EQUIPMENT)

The Contractor shall perform the following tasks and provide the specified components (or perform/provide the equivalent in order to achieve the desired results):

- 3.3.2.1 Place the system on the projector shelf, install the IR dome and make all final connections.
- 3.3.2.2 Interconnect the Local Input Panel to the In-Room Audio System so that all Local Input panels and web enabled Decoder audio connections (RCA and 3.5mm stereo audio jack) are broadcast through the speakers in the room.
- 3.3.2.3 Include the following interconnect jumpers for connection to the Local Input Panel:
 - a. Y-adaptor to connect the RCA and 3.5mm stereo audio jack audio sources to the In-Room Audio System from teacher panel pigtail in the ceiling.
 - b. Audio Output Cable from web enabled Decoder to the In-Room Audio System.

3.3.3 LOCAL INPUT PANEL/INSTRUCTOR PANEL (OWNER FURNISHED EQUIPMENT)

3.3.3.1 Background: The Division's cabling contractor will provide the Local Input Panels and the interconnecting cables from that location to the projector location and the Interactive Whiteboard cable panel. The cabling contractor will provide a rapid-run manufacturer's solution that does not require any jumper cables at the projector location.

- 3.3.3.2 The Contractor awarded this RFP shall perform the following tasks and provide the specified components (or perform/provide the equivalent to achieve the desired results):
- a. At each location requiring a Local Input and a Projector, the contractor shall provide one RJ-45 with CAT6 connecting to an RJ-45 located at the AV Plate associated with an Interactive Whiteboard location, whether the board is installed or not.

3.3.4 PROJECTOR MOUNTS FOR DATA/VIDEO PROJECTORS (OWNER FURNISHED EQUIPMENT)

The Contractor awarded this RFP is **not** responsible for installation of the projector mounts in the individual classrooms. The Division's cabling contractor will provide and install the projector ceiling and/or wall mount systems in the classrooms, including ceiling pan, wall-mounted projector arm, column, small

accessory shelf, and projector mount. All exposed cabling will be installed within a flexible plastic wrap such as product manufactured by Easy Cover USA or Flexo Wrap, an expandable braided monofilament sleeving with a hook and loop fastener.

3.3.5 FLAT PANEL DISPLAY MOUNTS (CONTRACTOR FURNISHED EQUIPMENT)

3.3.5.1 The Contractor will be responsible for providing and installing flat panel display mounts. The Contractor will install and integrate the owner furnished flat panel displays into the local inputs, cabling, and IP Video Decoders.

3.3.5.2 Provide the following mount for flat panel displays of 23” to 37”:
Brand: Omnimount Model CL-M or approved equivalent
Provide the following mount for flat panel displays of 37” up to 60”:
Brand: Omnimount Model UT3 or approved equivalent

3.3.6 KVM UNIT (CONTRACTOR FURNISHED EQUIPMENT)

The Contractor shall provide and install one each of the following components for interfacing to various portions of the IP Video Distribution System:

3.3.6.1 Middle Atlantic RM-KB-LCD15 Rack Mount Keyboard w/ LCD or approved equivalent

3.3.6.2 (16-Way) KVM Selector switch connected to VGA output, keyboard, and mouse control of the following items:

- a. Component to be used for IP video programming and monitoring via the Network
- b. Component for use as messaging computers
- c. One web-enabled hardware decoder

3.3.7 AUDIO VISUAL CAMERA – CLASSROOM KITCHEN and CATERING LAB (CONTRACTOR FURNISHED EQUIPMENT)

The Contractor shall perform the following tasks and provide the specified components (or perform/provide the equivalent to achieve the desired results):

3.3.7.1 Provide and install ceiling mounted cameras for use in the classroom kitchen and the catering lab.

BRAND: Ken-A-Vision Model 910-171-066 or approved equivalent

3.3.7.2 The cameras shall be focused on locations determined by the Division and connected directly to the projection devices located in the spaces using VGA or S-Video which ever provides the better picture quality.

3.3.7.3 Provide low voltage power connection for the units.

3.3.8 VIDEO TESTING SOFTWARE (CONTRACTOR FURNISHED EQUIPMENT)

The Contractor shall perform/provide the following:

3.3.8.1 Provide and install one copy of video testing software (i.e. Display Mate or approved equivalent) which will be used to set up and calibrate all projectors and flat panel displays.

3.3.8.2 Provide training to the Division on the use of the test files adjusting/calibrating the projector and flat panel displays involved in this scope of work.

3.3.8.3 Record the training sessions and provide two DVD copies of those training sessions as part of their final documents.

3.3.9 CATV DISTRIBUTION (CONTRACTOR FURNISHED EQUIPMENT)

The Contractor will provide CATV signal distribution to the RF input of the owner furnished Encoders.

3.4 SERVICE REQUIREMENTS

3.4.1 TRAINING

The Contractor shall describe available training and include training in the cost proposal. Training should be on-site at the Division's site for staff and teachers on the use, administration and maintenance of the integrated system. Training should be provided by a "manufacturers' certified" trainer. This person(s) should be trained by the manufacturer for the purpose of training Owners in the use of Digital Media Distribution systems. Training is defined as those hours set aside for the sole purpose of training school personnel. All training sessions will require a predefined agenda and outline. The training shall include the following elements:

- a. On-site teacher training
- b. On-site technical training for instructional technology, technical support staff and other necessary staff as determined by the Division
- c. On-site system administration training for system administrators
- d. In addition to start up training aforementioned, provide additional training, if requested by the Owner, at no charge during the warranty period.
- e. The Contractor shall supply system documentation and training aids for this training.

- f . Any issue with system operation or any anomaly in system operation must be corrected by the Contractor. Any problem in system operation that impacts training may require that training be suspended until the Contractor corrects the problem.

3.4.2 CUSTOM PROGRAMMING – DIGITAL MEDIA MANAGEMENT PRODUCTS

In addition to the initial installation, integration and programming requirements of the Digital Media Distribution products specified in Section 3.3, the Division may require the Contractor to provide additional programming and/or configuration for any or all of these specified products on an as-needed basis. The contracted hourly labor rate for work specified in Section 3.3 shall apply to this section.

3.4.3 DELIVERABLES

Deliverables shall satisfy the RFP requirements in all material respects and be fit for such intended uses.

3.4.3.1 Initial Drawings and Submittals: The Contractor will provide four (4) sets of complete shop drawings and submittals for all systems specified herein within 30 days of notice of award or actual award of contract, whichever occurs first. The Division will review and return submittals and shop drawings within fourteen (14) days. Failure to obtain submittal approval within sixty (60) days of contract award, where the delay is due to the poor performance of the contractor, may be cause for cancellation of the contract without penalty to the Division. If submittals and/or drawings are rejected, or approved with noted changes and re-submittal required, the Contractor will correct the documents as required and resubmit within fourteen (14) days.

The Contractor will not fabricate products, begin work, or submit invoices for the scope of work defined in the project documents until return of submittals and shop drawings with Division acceptance.

3.4.3.2 Final Drawings and Submittals: The Contractor shall provide Project Record Drawings which have been updated from the initial shop drawing and submittals to document the actual project conditions upon Final Closeout.

- a. Each drawing shall have a descriptive title and all subparts of each drawing shall be completely described. All drawings shall have the name of the project, Division's name and address, and electronics contractor in the title block.

- b. Provide complete scaled elevation drawings of all equipment racks with equipment identification number. Each drawing shall show all equipment with its manufacturer, model number, and specific room location. If other Contractor(s) are providing equipment in the room, this Contractor will coordinate the layout of the room with the other Contractor(s).
- c. Provide complete scaled floor plan drawings of all rooms where equipment racks or cabinets are located with location and orientation of every rack or cabinet shown. Provide dimensional relation of each piece of equipment to other pieces of equipment, room walls, and ceiling.
- d. Provide complete scaled elevation drawings of all backboards with equipment designations and locations. Provide dimensional relation of each piece of equipment to other pieces of equipment. If other Contractor(s) are providing equipment on the backboard, this Contractor will coordinate the layout of equipment on the backboard with the other Contractor(s)
- e. Provide complete scaled drawings detailing projected primary cable paths and locations of all equipment such as control panels, plug panels, video monitors, video projectors, equipment racks, speakers, etc... in quantities noted in the general requirements. These drawings will be utilized for “as-built” submittals with cable numbers noted at the end of the project.
- f. Provide diagrammatic representation of all assemblies, i.e. monitor mount assembly, projector mount assembly, and connector panel and/or plate layout. Identify the components that make up the assembly or are used on the panel/plate. For connector panel or plate, indicate identification location and methodology.
- g. Provide one-wire drawings of all racks, consoles, control panels, and custom assemblies, etc... in quantities noted in the general requirements.
- h. Each drawing shall delineate circuit numbers for all cables and terminal connections. Provide typical wiring termination for all devices.
- i. Documentation shall include instructions, block and schematic diagrams, wiring diagrams, specification and technical data of the components, and as-built drawings of the completed system.

3.4.3.3 Manuals: The Contractor shall submit to the Division, three (3) copies of all manuals pertaining to the systems that have been installed. Manuals must be delivered within seven (7) calendar days of final acceptance. Each manual will contain the following information:

- a. Warranty and service call information, including any forms or processes needed for notification;

- b. Project Record Drawings; one manual will contain an electronic copy on CD-ROM (AutoCAD format);
- c. Where applicable, manufacturer operation manuals including Owner Furnished Equipment installed by the contractor;
- d. Where applicable, single line diagrams showing levels throughout system and impedances;
- e. Copies of Training materials;
- f. Copies of Training videos;
- g. Verification and Acceptance Test Reports. Each set of hard copy test results will contain an electronic copy of the test data on DVD or CD-ROM. Include any special vendor software necessary to view the test results;
- h. Documentation shall include instructions, block and schematic diagrams, wiring diagrams, specification and technical data of the components, and as-built drawings of the completed system;

3.4.3.4 Maintenance Data: The Contractor shall provide three (3) sets of maintenance data where applicable.

3.4.3.5 Documentation: For all equipment installed by the Contractor, the Contractor will perform and provide the following to the Division:

- a. Record the serial number and location of devices on a Division provided EXCEL spreadsheet. This information is due within seven (7) calendar days of final acceptance;
- b. Retain up to five (5) copies of warranty/registration cards;
- c. Provide Service Request Forms and determine the Division Representative authorized to submit service requests to the Contractor.

3.4.4 QUALITY ASSURANCE

3.4.4.1 The Contractor shall perform this work in accordance with acknowledged industry and professional standards and practices, and the procedures specified herein.

3.4.4.2 All work shall conform to all federal, state, and local ordinances. All work shall conform to all state and local building codes including National Electrical Code (NEC) and National Fire Protection Association (NFPA).

3.4.4.3 All material and equipment shall be listed, labeled, or certified by Underwriter's Laboratories, Inc. where such standards have been established.

- 3.4.4.4 The system shall be approved for direct interconnection to the utility services under Part 68 of FCC rules and regulations. Those systems that are not FCC approved or utilize an intermediary device for connection will not be considered. Provide FCC registration number of system being proposed with submittals.
- 3.4.4.5 Grounding and Bonding for Electrical Systems will conform to NEC and local code, and be designed for compliance with current BICSI industry standards and current TIA-607 standards.
- 3.4.4.6 Structured Cabling work will conform to the current BICSI industry standards and current TIA-568 standards.
- 3.4.4.7 Audio-Video Communications work will conform to the following reference standards:
- a. AES – Handbook for Sound Engineers
 - b. Sound System Engineering – Davis – Howard Sams 1987
 - c. The New Audio Cyclopedia
 - d. NAB Engineers Handbook
 - e. Manufacturer’s recommendations and best practices
- 3.4.4.8 The Contractor shall ensure the following:
All products are installed in a proper and safe manner per the manufacturer’s instructions:
- a. Insulation and shrink tubing are present where required.
 - b. All dust, debris, solder, splatter, etc., is removed.
 - c. Cable is dressed, routed, and labeled; connections are consistent with regard to polarity.
 - d. All labeling has been provided according to CPS guidelines.
 - e. Products are neat, clean and unmarred and parts securely attached.
 - f. Electronic devices are properly grounded.
- 3.4.4.9 The Contractor may be asked to provide samples of the following prior to ordering or installing, as applicable:
- a. Any plastic or custom metal panels.
 - b. All paint finishes of cabinets or custom assemblies. (These may be manufacturer cuts sheets indicating the various colors and finishes available).
 - c. Equipment identification tag material, labeling method, and numbering method.
 - d. Cable labeling material, labeling method, and numbering method.
 - e. Faceplate labeling material, labeling method, and numbering method.

3.4.5 TESTING AND ACCEPTANCE

- 3.4.5.1 Upon 33%, 66% and final completion of the installation, the Contractor shall conduct functional system tests in the presence of the Division and the Division's representatives to ensure a fully operational system and that final deadlines are met.
- 3.4.5.2 The Contractor shall prepare and submit a written test plan that will demonstrate the system's operation, critical component operation, and software feature set functionality.
- 3.4.5.3 A Contractor's punch list of problems shall be generated. The Contractor shall make all necessary modifications and/or adjustments of the punch list items. Following corrections, the Contractor shall repeat any system test necessary to satisfy the Owner of the system's compliance with the specifications.
- 3.4.5.4 The Contractor must furnish all test equipment and other items needed to inspect all aspects of the project.
- 3.4.5.5 Equipment is to be available for the entire test period through final system testing.
- 3.4.5.6 The Contractor shall perform and document all following tests:
- a. Dual-trace oscilloscope – 100 MHz bandwidth, 1 mV/cm sensitivity.
 - b. Sound Level Meter: ANSI S1.4-1971 Type S1A with digital or analog display. Meter to provide ranges of 40 to 120 dBA.
 - c. Pink Noise Source – Equal energy per octave bandwidth 20 Hz to 20,000 Hz, +/- 2 dB per day.
 - d. Impedance Meter – Capable of testing audio lines at three frequencies, minimum, between 250 Hz and 4k Kz. Measurement Range: 1 ohm to 100 kohms.
 - e. Multimeter – Measurement range, DC to 20 k Hz, 100 mV to 300 V, 10 ma to 10 A.
 - f. dB Meter and Variable Frequency Audio Oscillator: bandwidth 20 Hz to 20k Hz +/- 1 dB 0 dB, output. Output to be balanced. Oscillator to include adjustable output level.
- 3.4.5.7 The Contractor shall perform the following tests in compliance with applicable EIA standards and record the results of each test in the Project Record Manual:
- a. Test each AC power receptacle with a circuit checker for proper hot, neutral and ground connections.
 - b. Measure and record the DC resistance between the technical ground in any equipment rack or console and the main building ground. Resistance should be 0.15 ohms or less. Temporarily lift

the technical ground from the main electrical ground, measure and record the DC resistance between them. Resistance should be 1000 ohms or greater.

- 3.4.5.8 The Contractor shall perform a Remote Input Verification Test:
- a. Using a portable music device and IP decoder, verify that the Local Input Panel audio input is operating and the feed from the IP Decoder to the local audio system is working. Verify all remote line inputs for correct wiring and labeling.

- 3.4.5.9 The Contractor shall perform Video Tests utilizing a laptop and a file generated Video Test Generator. The contractor will test patterns on every display located in the facility using the display output resolution of a typical workstation used by the Division. The contractor will confirm proper operational parameters of the displays and adjust black levels, brightness/contrast, and color if necessary to maximize quality of the display.

The contractor will also test the SVGA and other on the Local Input Panel and SVGA and all outputs from the laptop computer. Provide conversion devices as necessary.

- 3.4.5.10 Final Acceptance Testing will be facilitated and performed by the Contractor in the presence of the Division and/or the Division's representative. The Contractor shall coordinate this period so that free access, work lighting and electrical is available on the site.
- 3.4.5.11 Acceptance Testing will confirm a minimum of 10% of the total system locations and functions as reported by the Contractor in their Verification Test Report.
- 3.4.5.12 The Contractor shall be prepared to verify the performance of any portion of the system by demonstration, listening, viewing tests, and instrumented measurements.
- 3.4.5.13 Should the contractor schedule an Acceptance Test and the system or components are not ready or fail Acceptance Testing, the Division will have the right to reduce pay requests or final application of payment to the contractor in an amount equal to the travel costs and man-hours expended by the Division's Representative for all subsequent trips and man- hours required for the Division Representative to properly document specification conformance by the contractor.
- 3.4.5.14 Upon witness of the Acceptance Testing and the determination, in the Division and/or the Division's representative's opinion, that the Contractor has falsified the Verification Test Reports, the Division has the right to hire an Independent Testing Agency to provide outside

verification of the results. Falsification of the test results is defined as cables shown as testing correctly in the Verification Report that fail during the Acceptance Testing. (The Contractor has the right to directly hire an Independent Testing Agency approved by the Division and/or the Division's representative.) Furthermore, the Division will have the right to reduce pay requests or final application of payment to the Contractor in an amount equal to the travel costs and man-hours expended by the Independent Testing Agency and the Division's representative and charged to the Contractor.

3.4.6 WARRANTY

The Contractor shall provide, at a minimum, the warranty requirements specified herein.

3.4.6.1 The Contractor shall guarantee the contractor provided equipment, system components and labor provided to meet the scope of work defined herein for a period of TWO (2) years after final acceptance by the Division. This guarantee will cover the replacement of all parts and labor to replace same made necessary by normal usage and wear. Loaner equipment must be provided, at no charge, if repair cannot be made within 2 business days and a replacement is requested by the Division. The loaner equipment must be of equal or greater quality to the item under repair. No travel related charges will be allowed for onsite service during the warranty period.

3.4.6.2 The Contractor shall provide two (2) year labor and troubleshooting for Owner Furnished Equipment.

3.4.6.3 The Contractor will exhibit that a full service office, capable of troubleshooting and repairing any system failure, is located within seventy-five miles of the project site.

3.4.6.4 Any information regarding service agreements that will become effective at the end of the Offeror's warranty period must be included in its proposal for consideration.

3.4.7 WARRANTY SERVICE REQUESTS

The Contractor will provide instructions for a process to notify and submit service requests.

3.4.7.1 Routine Service Requests

While the Contractor is not responsible for repairing equipment related to the data network. The contractor shall be the first point of contact for the Division to troubleshoot the integrated classroom systems established under this RFP. Upon determination of the point of failure, the Contractor shall report findings to the Division. Should the contractor determine that

a display unit, interactive whiteboard, or components of the Digital Media Distribution system is the cause of the failure, the contractor will remove that display or component and install a spare provided by the Division.

3.4.7.2 Major System Failure Service Requests

The Contractor shall be responsible to provide service within four (4) hours of notification of a major system failure, Monday through Friday, from 8:00AM to 5:00PM. A "major system failure" is a failure which prohibits the use of the system in one (or more) instructional space.

3.4.7.3 Minor System Failure Service Requests

The Contractor shall be responsible to provide service within eight (8) hours of notification of a minor system failure, Monday through Friday, from 8:00AM to 5:00PM. A "minor system failure" is a failure which does not prohibit the use of the system in an instructional space.



CHESAPEAKE PUBLIC SCHOOLS

Purchasing Department
School Administration Building
312 Cedar Road
Chesapeake, Virginia 23322

**CHESAPEAKE
PUBLIC SCHOOLS**

**Installation and Integration of
Audio-Visual Equipment and
Digital Media Distribution System
#25-1112**

REQUEST FOR PROPOSALS

**SECTION 4
PROPOSAL
REQUIREMENTS**

4.1 PROPOSAL REQUIREMENTS - GENERAL

4.1.1 PURPOSE

The Offeror shall submit a Technical Proposal and a Cost Proposal as outlined below.

The purpose of the technical proposal is to demonstrate the firm's qualifications, experience, competence and capacity to provide the services in conformance with the requirements of this Request for Proposal (RFP). It is the Offeror's responsibility to ensure that their proposal demonstrates the firm's qualifications and relevant experience, specifies the approach to be utilized and clearly identifies and describes the services offered in response to the RFP requirements.

The Cost Proposal serves three purposes: (1) to present the total fixed price to perform all of the work requirements for the Indian River High School (IRH) project; (2) to present the labor categories and associated fixed unit prices which shall be the contracted labor rates used for all future work performed under the subsequent contract; and (3) to present the fixed price for the Custom Programming requirements described in Section 3.4.2.

4.1.2 PREPARATION

Proposals shall be prepared simply and economically, providing a concise description of the firm's capability to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content.

Offerors are cautioned that organization and thoroughness of their response are critical to the Division's evaluation process. The RFP forms included herein must be completed legibly and in their entirety. All required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

4.1.3 SUBMISSION

To facilitate evaluation of proposals, **one (1) original** (clearly identified as "ORIGINAL"), **eight (8) copies of each proposal and one digital copy (CD ROM)** shall be submitted to the address provided on the Letter of Transmittal included in this RFP. In the case of any discrepancy, the original hard copy prevails. **No telephone, fax, e-mail, or verbal offers will be accepted.**

Your Letter of Transmittal shall be signed by an authorized representative of the firm making submission. All information requested must be submitted.

Failure to submit all information required may result in either a rejection of your submittal or a lower evaluation.

Proposals must be received by the date and time specified in the RFP. The official receipt of the proposal is based upon the date and time stamp in the Division's Purchasing Department. For the purpose of this proposal, the time clock in the Division's Purchasing Department is the official time. Proposals received prior to the time of the opening will be securely kept, unopened.

Utilize the envelope template provided in "Attachment E" in packaging your proposal for submission. No responsibility will be attached to the Division's Purchasing Department for the premature opening of a proposal not properly addressed and identified. Failure to properly address and identify your proposal may result in delayed receipt, which may result in your proposal being considered late. The Division cautions Offerors to verify receipt of proposals prior to the established due date and time.

Late proposals will not be considered and will not be opened. Late proposals will be available for pick-up from the Division's Purchasing Department for sixty (60) days after due date of the proposal.

Offerors are instructed to submit a **Technical Proposal** and a **Cost Proposal** for the services proposed. The Cost Proposal shall be submitted as a separate document from the Technical Proposal (i.e., submitted with the Technical Proposal, but in a separate binder/folder). Clearly label both proposals for easy identification.

4.1.4 ORAL PRESENTATION

An oral presentation may be required to allow the submitter an opportunity to clarify or elaborate on their proposal. This will be a fact finding and explanation session only. No negotiations will be conducted during this time. Any presentation requested may or may not be required and will be scheduled by the Division's Purchasing Department.

4.1.5 PROPOSAL FORMAT AND CONTENTS

In order to facilitate the analysis of responses to this RFP, Offerors are required to prepare their proposals in accordance with the instructions outlined below. All information requested shall be provided. All parts, pages, figures, and tables should be numbered and clearly labeled.

4.1.6 ORDER OF PRESENTATION

The order of proposal presentation is outlined below. Refer to Section 4.2 and 4.3 for detailed instructions pertaining to each section identified below.

Submit the Technical Proposal under separate cover/binding from the Cost Proposal.

Please organize responses in the following order: **TECHNICAL PROPOSAL:**

- **Title Page**
- Signed **Letter of Transmittal** including acknowledgement of any Addenda.
- **Certificate of Compliance – Code of Virginia §22.1-296.1** (Att. B)
- **Certificate of Compliance – Immigration Laws and Regulations** (Att. C)
- **Table of Contents** (clearly identify material by section and page number)

Section 1.0	Executive Summary
Section 2.0	Company Overview
Section 3.0	References
Section 4.0	Knowledge, Skill and Abilities
Section 5.0	Understanding Of The Scope Of Work and Methodology
Section 6.0	Project Management and Control
Section 7.0	Proposed Services
Section 8.0	Personnel Management And Staff Qualifications
Section 9.0	Additional Information
Section 10.0	Exceptions And Deviations To The RFP

COST PROPOSAL

- Title Page
- Submit completed cost proposal to include the total fixed price to perform all of the requirements of this Request for Proposal for the Indian River High School project and the unit fixed (à la carte) prices to perform each of the requirements of this Request for Proposal for future projects.

4.2 **TECHNICAL PROPOSAL REQUIREMENTS:**

SECTION 1.0 - EXECUTIVE SUMMARY

Condense and highlight the content of the Offeror's proposed solution, using as little technical jargon as possible, so as to be oriented toward non-technical personnel. Summarize how the Offeror's proposal meets the requirements of the RFP and why the firm is the best qualified to perform the work specified herein.

SECTION 2 - COMPANY OVERVIEW

The Company Overview must address each of the following, at a minimum:

2.1. Offeror Identification

The Offeror must provide the following information:

- a. Full company name, address and phone number of the headquarters location;
- b. Identify each principal of the firm;
- c. Type of organization (corporation, partnership, etc.) and year first organized to do business;
- d. Size of organization (i.e., number of employees, customers and annual sales);
- e. Provide the address, telephone and fax numbers of the office location that will provide the services of this RFP. In addition, state the size of this office location (i.e., number of employee, number of customers, annual sales, etc.) and the range of activities performed at that location.
- f. Provide an organizational chart that lists all personnel at the servicing location and includes job titles for each;
- g. Detailed history of mergers, acquisitions and/or name changes (if no such history, so declare);
- h. List of organizational licenses held;
- i. Federal Employer Identification Number;
- j. A copy of the certificate verifying the organization is registered to do business in the Commonwealth of Virginia.

2.2. Offeror Representatives

The Offeror must provide the following information:

Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Representative for the following functions:

- a. Point of contact during the period of evaluation;
- b. Point of contact for prompt contract administration upon award of the contract;
- c. Point of contact for project management/work requirements.

2.3 Future Change Of Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Offeror must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Offeror will require notification to the Division. If no such change is anticipated, so declare.

2.4 Offeror's Business Relationships With The City And School Division

The Offeror shall describe any business dealings, investments or family relationships with the City of Chesapeake, Chesapeake Public Schools and its employees and School Board Members for the past five (5) years. If the organization, its predecessor, or any party named in the Offeror's proposal response has contracted with the City of Chesapeake or Chesapeake Public Schools, the Offeror shall identify the Contract number(s) and/or any other information available to identify such Contract(s). If no such Contracts exist, so declare.

2.5 Offeror's Employee's Relationships With The City And School Division

- a. If any party named in the Offeror's proposal response was an employee of the City of Chesapeake or Chesapeake Public Schools within the past six (6) months, identify the individual(s) by name, the department where employed, job title and separation date. If no such relationship exists, so declare.
- b. If any employee of any department within the City of Chesapeake or Chesapeake Public Schools is currently employed by the Offeror or its subcontractor, as of the due date for proposal submission, identify all such persons by name, position held with the Offeror and/or Subcontractor, and position currently held with the city or school division (include job title and department). Describe the responsibilities of such persons within the Offeror's organization. If, after review of this information, it is determined that a conflict of interest exists or may exist, the Offeror may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

2.6 Disclosure Of Contract Litigation And Default

- a. **Litigation** - The Offeror shall disclose any contract litigation involving the Offeror or any proposed subcontractor that occurred within the past ten (10) years. This disclosure shall include an explanation of the circumstances surrounding the litigation, the Offeror's position on the matter, dates of occurrence and the outcome.

In addition, real or potential financial reversals, which might materially affect the viability or stability of the organization must be disclosed. If no such litigation is known to exist, so declare.

- b. **Default** - The Offeror shall disclose any contract terminations or stop-work orders involving the Offeror or any proposed subcontractor, that were stated to be the result of non-performance or poor performance that occurred within the past ten (10) years. This disclosure shall include an explanation of the circumstances surrounding the termination/stop-work order, the Offeror's position on the matter, dates of occurrence and the outcome. If no such default is known to exist, so declare.

2.7. Financial Statements

The Offeror must provide financial statements applicable to the firm. If publicly held, the Offeror must provide a copy of the firm's audited financial statements for the past two years. If the firm is not publicly held, the Offeror must provide sufficient information to document the organization's financial stability and capability to perform the services of this RFP.

SECTION 3 - REFERENCES

The References section will allow the Offeror to demonstrate the firm's experience providing services of the type and scope described herein.

The Offeror shall provide references of five (5) organizations for which it has completed services of similar size, scope and complexity as that described herein. K-12 experience is preferred.

For each of the five (5) references/projects, the Offeror must address the following:

- a. Name of the organization;
- b. Name of person to contact at the organization as a reference; include a name, title, current phone, fax and email address;
- c. Provide a comprehensive and detailed description of the scope of services provided, project start and end dates, Offeror's responsibilities, methodology followed and resulting deliverables;

State whether the Offeror provided services as the prime contractor or subcontractor and the percentage of work performed by Offeror's staff in either case;

- State whether the project was completed on time and within budget;

- State which of the Offeror's staff members assigned to this referenced project will also be assigned to the Division's project, if any. If none, so declare.

SECTION 4 - KNOWLEDGE, SKILLS AND ABILITIES

In this section, the Offeror shall provide additional **relevant** information to further demonstrate the firm's knowledge, skills and abilities to provide audio, visual and technology installation and integration as required of the Division. Information provided in this section should expound upon the firm's experience described in the References Section by providing additional supporting evidence, such as:

- a. Industry knowledge, credentials, certifications, etc.;
- b. Specialization and in-house expertise in the functional areas required of this project;
- c. Scope and breadth of resources (internal and/or external), available to the Offeror;
- d. Established record of successful performance installing, integrating and maintaining similar systems;
- e. Experience working cooperatively with other contractors on a project site.

SECTION 5 - UNDERSTANDING OF THE SCOPE OF WORK AND METHODOLOGY

In this section, the Offeror shall provide a detailed narrative describing the firm's methodology or approach to be employed in performing the requirements of the RFP. The narrative should address, at a minimum, each of the following:

- a. A statement of project understanding, affirming the Offeror's comprehension of the scope of work, objectives, and desired results and the Offeror's intent to comply with the RFP requirements.
- b. Provide a narrative of the requirements as they are analyzed by the Offer, to include a discussion of an awareness of the difficulties or challenges in the completion of this undertaking and a plan for surmounting them. Describe any phases, standards, procedures or best practices to be utilized. Special attention should be given to the methodological issues that will be encountered in such a project.
- c. Highlight the approach that will be used to satisfy the requirements as specified in Sections 3.2. and 3.3.

SECTION 6 - PROJECT MANAGEMENT AND CONTROL

Offeror shall provide a narrative description of the approach to management and control of the project, which shall include an operational management plan describing the standards and procedures to be used for successfully providing all the services required in this RFP in an efficient and timely manner.

The narrative shall, at a minimum, include a discussion of the Offeror's:

- a. Project management objectives and plan;
- b. Experience and ability to effectively manage several concurrent projects to ensure timely completion;
- c. Client service procedures, including communication, coordination and client satisfaction;
- d. Method of status reporting;
- e. Contingency plans for problem correction, cost and schedule controls and emergency response;
- f. Quality control policies and procedures;

SECTION 7 - PROPOSED SERVICES

Offeror shall describe the actual work plan in detail. The Offeror shall ensure that each of the following areas are addressed:

7.1 Response to Section 3.3 – Description of Work Requirements

This section of the proposal shall separately address each of the work requirements outlined in Section 3.3. Responses shall be presented using the Section numbers, headings and order of presentation as in Section 3.3.

For each task described in the Work Requirements section of the RFP, the Offeror shall describe the processes and procedures that will be used in performing each task. If the requirement includes specifications for equipment to be supplied by the Offer, the Offeror's response must state the item, brand and product number proposed for that item (product brochures for any proposed item shall be supplied in the "Additional Information" Section described below and associated costs shall be supplied in the "Cost Proposal").

The Offeror's response must provide enough detail in narrative form to facilitate evaluation. **Minimal responses such as "noted", "agreed" or "accepted" may receive a lower evaluation rating.**

7.2. Assumptions

The Offeror shall describe any assumptions upon which its proposal is based, such as:

- d. Division resources required;
- e. Division responsibilities;
- f. Scope of Work requirements/ limitations;
- g. Schedule

If the Offeror makes no assumptions, so declare.

7.3. Treatment of the Issues

If any aspects of the Offeror's proposed services or equipment deviate from the requirements as described herein, provide a *brief* explanation to identify the Section Number and the portion of work proposed that deviates from specification. The Offeror shall explain the deviation in greater detail in the Exceptions And Deviations Section described below. If no such deviation exists, so declare.

SECTION 8 - PERSONNEL MANAGEMENT AND STAFF QUALIFICATIONS

8.1 Personnel Management Approach

Offeror shall describe its approach to personnel management to ensure effective employee performance and timely initiation and completion of all work.

8.2 Description of the Workgroup

- a. Offeror shall provide a narrative which will describe the composition of the workgroup, its specific qualifications and recent relevant experience;
- b. Provide a description of the team leadership, support personnel and reporting relationships. Special mention shall be made of direct supervisors and key personnel and the percentage of total time each will be available for this project;
- c. Indicate each member's primary role in the project and describe that individual's experience in performing the work to be assigned;
- d. Clearly identify the person in charge of the overall project and the individual(s) accountable for the completion of each component and deliverable of the RFP; and
- e. Indicate experience of any members of the workgroup in performing projects of similar size and scope for other educational institutions.

8.3 Organizational Chart

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP. The names and titles of each individual shall be identified in full; clearly illustrate the lines of authority.

8.4 Resumes

The Offeror shall provide a resume for each individual proposed to work on the project. Resumes shall include, at a minimum:

- a. Name, Job Title and Phone Number;
- b. Academic Background;
- c. Professional Certifications;
- d. Description of relevant industry experience with the current and previous firms.

8.5 Subcontractor Information

If the Offeror intends to subcontract any part of its performance hereunder, the subcontractors' company information, level of effort, and relevant experience must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the Contract, without the prior written authorization of the Division.

The Offeror shall provide the following information for each subcontractor:

- a. Subcontractor company name, address and phone number;
- b. List of specific tasks to be performed by subcontractor;
- c. Narrative of the subcontracting company's background and capability to perform the work to be assigned;
- d. Percentage of performance hours intended for each subcontract.
- e. Total percentage of subcontractor(s) performance hours.

SECTION 9 - ADDITIONAL INFORMATION

This section should include any technical data, product information or other material necessary to describe any commercial products proposed and/or support statements presented in the proposal. The Offeror may also include in this section, any information which the Offeror deems essential for consideration of the Offeror's proposal, which was not requested herein. If no additional information shall be provided, so declare.

SECTION 10 - EXCEPTIONS AND DEVIATIONS TO THE RFP

All requested information in this RFP must be supplied. Offerors may take exception to the Scope of Work and Terms and Conditions in this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Explain the ramifications, advantages or disadvantages to the Division as a result of implementation.

All exceptions must be submitted by the due date of the Proposal. The Division, at its sole discretion, may reject any exceptions or specifications within the proposal. If no exceptions are provided, it shall be understood and mutually agreed that there is no deviation.

Offeror is not to incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.

This section should also contain a discussion of any changes proposed by the Offeror that deviates from the project requirements described herein.

4.3 COST PROPOSAL REQUIREMENTS

The Offeror shall present the unit fixed (à la carte) prices and the total fixed price to perform all of the requirements of this Request for Proposal for the Indian River High School project.

The Offeror shall present the unit fixed (à la carte) prices to perform each of the requirements of this Request for Proposal for future projects.

In addition, the Offeror shall present costs for the additional requirements described in Section 3.3.23 Custom Programming.

The Division reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposed cost where additional information is required or the cost component shows significant and unsupported deviation from industry standards.

**CHESAPEAKE
PUBLIC SCHOOLS**

**Installation and Integration of
Audio-Visual Equipment and
Digital Media Distribution System
#25-1112**

REQUEST FOR PROPOSALS

SECTION 5

**SELECTION PROCESS
AND AWARD**

5.1 SELECTION PROCESS

A Selection Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal and the evaluation criteria listed below.

Based upon the results of the evaluations, the highest rated Offeror(s) may be invited by the Division for interviews and/or oral presentations to the Selection Committee. The Committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each Offeror so selected. After negotiations have been conducted with each Offeror so selected, the Division shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.

Should the Division determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the other Offerors under consideration, a contract may be negotiated and awarded to that Offeror.

Submittals will be reviewed by a committee and selection shall be made of one Offeror deemed to be fully qualified and best suited to perform the services requested. The selection process shall be in accordance with the Virginia Public Procurement Act, on the basis of the following criteria:

- 1. QUALIFICATIONS, EXPERIENCE AND CAPABILITY:**
 - Section 1
 - Section 2
 - Section 3
 - Section 4

- 2. TECHNICAL PROPOSAL:**
 - Section 5
 - Section 6
 - Section 7
 - Section 8

- 3. ADDITIONAL INFORMATION/EXCEPTIONS:**
 - Section 9
 - Section 10

- 4. COST PROPOSAL**

5.2 AWARD

The award of any contract shall be at the sole discretion of the Division. The award shall be based upon the evaluation of all information submitted, and any subsequent information required or solicited that may be necessary in clarifying or understanding information provided by the proposer in their proposal and the criteria established.

The Division intends to award a contract to the Offeror whose proposal is most advantageous to the Division with respect to experience, capability, price, conformity to the conditions, specifications and other factors as outlined herein. However, the Division reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities, and to negotiate any prices or services offered by the proposer.

The Division shall not be required to furnish a statement of the reason why a proposal was not deemed to be fully qualified or best suited to provide the requested services.

**CHESAPEAKE
PUBLIC SCHOOLS**

**Installation and Integration of
Audio-Visual Equipment and
Digital Media Distribution System
#25-1112**

REQUEST FOR PROPOSALS

**SECTION 6
ATTACHMENTS**

ATTACHMENT A

EQUIPMENT LIST

The Division shall furnish the following equipment for installation, configuration and integration. The Division reserves the right to add or remove equipment, relevant to the scope of work described in the RFP, as necessary and will work cooperatively with the Contractor to adjust the work effort accordingly.

The estimated quantities listed are for the Indian River High School project only.

DESCRIPTION	BRAND/MODEL (actual or projected)	ESTIMATED QTY
Wireless Keyboard	Adesso WKB-3000UB or approved equivalent	110
Laptop	HP Compaq 6555B	110
Laptop Docking Station	NZ222AA#ABA	110
Document Camera	SMART Technologies; Model # SDC330	110
In-Room Audio System	TEACH LOGIC, Maxim II or equivalent	110
Interactive Whiteboard	SMART Technologies Model SB680i4	110
Local Input Panel (Installed)		110
Projector Mounts (Installed)	Peerless PRG-UNV	110
Data/Video Projector	SMART Unifi UF65	110
Ceiling-mounted demonstration camera	Ken-A-Vision Model 910-171-066 or approved equivalent	2
WXGA Projector (for Auditorium)	Sanyo PDG-DWT50L (w/ separate Lens: Sanyo LNS-T41)	1
Flat Panel Display – 32”	LG M3201C-BA or approved equivalent	1
Flat Panel Display – 42”	LG 42LG30DC or approved equivalent	6
Flat Panel Display – 57”	Samsung, Model LN-T5781F or approved equivalent	17
KVM Unit (Ref. Section 3.3.17)		1

For Office Use Only:
Buyer: _____
PO #: _____
Bid/RFP #/Project Name: _____

**Certificate of Compliance
Code of Virginia §22.1-296.1**

PLEASE PRINT FORM AND SUBMIT IT WITH THE REQUIRED SIGNATURE

I, the undersigned certify that no individual holding an office in the company and/or corporation has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

List Officers and Titles (Please use full, legal names):

Further, the following individuals will, on behalf of my firm, assist in the performance of this contract and they have not been convicted of a felony or crime as described above.

Listing of individuals assisting in the performance of this contract (Please use full, legal names):

Attach additional names to this form if the space is not adequate.

I understand that should there be any change to this certification of officers, or individuals assisting in the performance of this contract, during any time of this contract, the Chesapeake Public Schools' central office/school issuing this contract/PO will be notified immediately, and an updated certification will be provided to them within five (5) days of such change.

This form must be updated every twelve (12) months for the duration of the contract/agreement period.

Company

Print Name Title

Signature Date

For Office Use Only:
Buyer: _____
PO #: _____
Bid/RFP #/Project Name: _____

CHESAPEAKE PUBLIC SCHOOLS
 Certificate of Compliance
 With Immigration Laws and Regulations

*****For Transactions That Total More Than \$50,000*****
 Return this form to the school/department responsible for finalizing your agreement.

VENDOR: FORM MUST BE NOTARIZED PRIOR TO SUBMISSION

The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment. In addition, Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall provide a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations.

This certificate shall be attached to the contract document, if applicable. In any case where a purchase order will serve as the contract, this certificate shall be completed and returned to the Chesapeake Public Schools. The Contract/Purchase Order will not be issued prior to submittal of a completed Certificate of Compliance with Immigration Laws and Regulations. No performance may take place until the completed certificate is provided to the school/department responsible for finalizing your agreement. Failure to submit a certificate shall render the pending contract and/or purchase order void.

This form must be updated every twelve (12) months for the duration of the contract/agreement period.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor (Note: This is your name as reported to the IRS. It should match your Social Security card or Federal Identification Number.)

Type of Business Entity
Check one (attach additional pages to this form if the space below is not adequate):
<input type="checkbox"/> Sole Proprietorship —provide full name and address of owner
<input type="checkbox"/> Limited Partnership —provide full name and address of all partners
<input type="checkbox"/> General Partnership —provide full name and address of all partners
<input type="checkbox"/> Limited-Liability Corporation —provide full name and address of all managing members
<input type="checkbox"/> Corporation —provide full name and address of all officers
Full Name _____
Address _____
City, State and Zip _____
Business Telephone Number _____ Business Fax Number _____

Doing Business As (If Applicable)

(Note: This is the name that appears on your invoices, but is not used as your reporting name.)

Name and Title of Person Completing this Certificate

Physical Business Address

City, State and Zip

Number of Employees Are All Employees Eligible for Employment in the United States?

Under penalty of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry each and every one of the contractor's employees is eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that due care and diligence shall be used to ensure that all employees hired in the future will be eligible for employment in the United States and that I agree to remain in compliance throughout the duration of the contract. I affirm the information provided herein is true, correct, and complete. I also agree to permit the Chesapeake Public Schools to inspect records and documentation to ensure that all persons hired by the contractor/vendor are eligible for employment under the laws referenced in this certificate when deemed necessary by Chesapeake Public Schools. I agree that the contractor/vendor will fully cooperate in any such audit.

Sworn this _____ day of _____, 20_____

On behalf of _____

(Name of Contractor/Vendor)

As evidenced by the following signature and seal:

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

Notary Public, please complete this section:

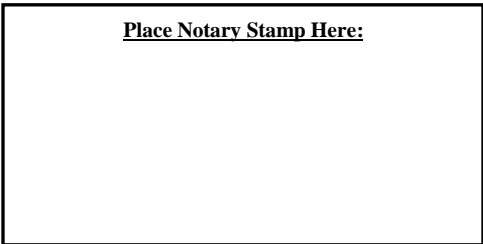
City/County of _____ Commonwealth/State of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

Notary Public Signature: _____

Registration No. _____

My Commission Expires: _____



ATTACHMENT D
CLAIM OF BUSINESS CONFIDENTIALITY

Virginia Procurement Act – Virginia Code § 2.2-4342

Public inspection of certain records. -- A. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.).

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

The statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

Name of Business: _____
 Printed Name: _____ Title: _____
 Signed: _____
 Bid/RFP #: _____ Date: _____

ATTACHMENT E

Please complete the following “return envelope template,” affix to the outside envelope of your agency’s Bid/RFP response, and return to Chesapeake Public Schools. Failure to do so may affect the proper and timely receipt of your Bid/RFP response.



VENDOR: _____

RFP: #25-1112
RFP NAME: INSTALLATION AND INTEGRATION OF AUDIO-VISUAL EQUIPMENT AND DIGITAL MEDIA DISTRIBUTION SYSTEM
CLOSING: January 30, 2012 @ 4:00 PM EST

**AMY P. GEORGE, CPPB, BUYER
CHESAPEAKE PUBLIC SCHOOLS
312 CEDAR ROAD
CHESAPEAKE, VA 23322**

**CHESAPEAKE
PUBLIC SCHOOLS**

**Installation and Integration of
Audio-Visual Equipment and
Digital Media Distribution System
#25-1112**

REQUEST FOR PROPOSALS

**Section 7
SUPPLEMENTARY
GENERAL PROVISIONS
FOR CONTRACTS FUNDED
BY THE UNITED STATES
THROUGH THE
AMERICAN RECOVERY
AND REINVESTMENT ACT
OF 2009**

**SUPPLEMENTARY GENERAL PROVISIONS FOR CONTRACTS
FUNDED BY THE UNITED STATES THROUGH
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

This Contract is funded, in whole or in part, with funds appropriated by Congress through the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 123 Stat. 115 (2/17/09) ("Recovery Act"). The purpose of the Recovery Act is: (1) to preserve and create jobs and promote economic recovery; (2) to assist those most impacted by the recession; (3) to provide investments needed to increase economic efficiency by spurring technological advances in science and health; (4) to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; (5) to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

As a recipient of funds pursuant to the Recovery Act, OWNER is committed to ensure that: (1) such funds are used for authorized purposes; (2) the use of such funds is transparent to the public; (3) it provides periodic reports to the federal government on the use of such funds; (4) instances of fraud, waste, error and abuse are mitigated; (5) there are no unnecessary delays and cost overruns in the projects to be funded; and (6) program goals are achieved.

The Recovery Act imposes a number of conditions on OWNER's receipt and expenditure of funds and require that OWNER's contractors comply with certain requirements as set forth herein. Accordingly, Contractor shall comply with and insert the following provisions in all subcontracts issued pursuant to this Contract:

1. Definitions

- (a) ARRA" or "Recovery Act" means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat.115.
- (b) "ARRA Funds" means any funds that are expended or obligated from appropriations made under ARRA.
- (c) "ARRA Requirements" means these Supplemental Terms and Conditions, as well as any terms and conditions required by: ARRA; federal law, regulation, policy or guidance; the federal Office of Management and Budget (OMB); or the awarding federal agency.
- (d) "Client" means the U. S. Dept. of Treasury.
- (e) "Contract" means the contract to which these Supplemental Terms and Conditions are attached, and includes an agreement made pursuant to a grant or loan subaward to a Sub-Recipient.
- (f) "Contractor" means the party or parties to the Contract other than the Prime Recipient and includes a subgrantee or a borrower. For the purposes of ARRA reporting, Contractor is either a Sub-Recipient or a Recipient Vendor under this Contract.
- (g) "OIG" means the Inspector General of the U. S. Treasury.
- (h) "Secretary" means the Secretary of the Treasury.
- (i) "Subcontractor" means any entity engaged by Contractor to provide goods or perform services in connection with this contract.
- (j) "OWNER" City of Chesapeake School Board
- (k) "SubRecipient" means a non-Federal entity receiving ARRA Funds through a Prime Recipient to carry out an ARRA funded program or project, but does not include an individual that is a beneficiary of such a program. The term "SubRecipient" is intended to be consistent with the definition in OMB Circular A-133.

1. **General**

This contract is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA") as well as federal regulations and other federal guidance implementing ARRA (collectively, "Recovery Act Requirements" or "ARRA Requirements"). The Contractor agrees it shall comply with all ARRA Requirements applicable to this contract. In the event of a conflict between the terms of this contract and the ARRA Requirements, the provisions of the ARRA Requirements shall be controlling. The Contractor acknowledges that these ARRA Special Terms and Conditions may require changes to conform to the ARRA Requirements. Contractor agrees that it shall comply with any such changes upon receipt of written notification from the City of Chesapeake School Board of such changes. Such changes will become a material part of the contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide to the City of Chesapeake School Board all information and documentation required by the Commonwealth or federal government in order to meet ARRA Requirements. Contractor agrees that, to the extent ARRA Requirements conflict with Commonwealth of Virginia, or City of Chesapeake School Board requirements, the ARRA Requirements shall control.

2. **Subcontractor Flow-down Requirement**

Contractor agrees that it shall include these **ARRA Special Terms and Conditions** in any of its subcontracts in connection with projects funded in whole or in part with funds available under ARRA.

3. **Recordkeeping, Reporting and Registration Requirements**

- (a) The award that funds this contract requires City of Chesapeake School Board to report on use of ARRA funds. Contractor understands and acknowledges that information from these reports will be made available to the public.
- (b) Contractor shall provide City of Chesapeake School Board with its unique Dun & Bradstreet Data Universal Numbering System (D-U-N-S®) number prior to award. (See Attachment H)
- (c) Contractor must register with Central Contractor Registration (CCR). (See Attachment H)
- (d) Contractor must register with FedConnect to submit their application. (See Attachment H)
- (e) Contractor shall retain all books, records, and other documents related to this contract for five (5) years after final payment. ARRA § 902 provides the U.S. Comptroller General and his representatives with the authority to:
 - (1) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
 - (2) Interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- (f) The Comptroller General and his representatives shall have the authority and rights provided under ARRA § 902 with respect to this ARRA-funded contract. ARRA § 902 further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.
- (g) Pursuant to ARRA § 1512, state agencies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. City of Chesapeake School

Board must report to the state in advance of this date so the state can meet ARRA reporting requirements. Accordingly, Contractor agrees to provide the City of Chesapeake School Board with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR §176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported.

4. Inspector General Reviews

- (a) ARRA § 1515(a) provides authority for any representatives of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 to examine any records or interview any employee or officers of the Contractor or its subcontractors working on this contract. The Contractor is advised that any representatives of an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of 1978 have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- (b) The City of Chesapeake School Board's contracting officer and other representatives of the City of Chesapeake School Board shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights contained in this section.
- (c) The Contractor should be aware that the findings of any review, along with any audits, conducted by an inspector general of a federal department or executive agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to www.recovery.gov, except that information that is protected from disclosure under 5 U.S.C. §§ 552 and 552a may be redacted from the posted version.

5. Protection of Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

- (a) *Prohibition on Reprisals:* An employee of any non-federal employer receiving covered funds under ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:
 - gross mismanagement of an agency contract or grant relating to covered funds;
 - a gross waste of covered funds ;

- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
 - an abuse of authority related to the implementation or use of covered funds; or
 - a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.
- (b) *Agency Action:* Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:
- Order the employer to take affirmative action to abate the reprisal.
 - Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
 - Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.
- (c) *Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:* Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.
- (d) *Requirement to Post Notice of Rights and Remedies:* Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

6. **Subaward Policy**

- (a) The Contractor agrees to:
- (1) Establish all subcontracts in writing;
 - (2) Monitor the performance of their subcontractors and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward; and
 - (3) Obtain County's consent before making a subcontract to a foreign or international organization, or a subcontract to be performed in a foreign country.
- (b) Any questions about subcontractor eligibility or other issues pertaining to subawards should be addressed to the County.

7. **Transparency and Accountability – Single Audit Information for Recipients of ARRA Funds**

- (a) To maximize the transparency and accountability of funds authorized under the ARRA as required by Congress and in accordance with 2 CFR 215, subpart ____, 21 “Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 Common Rules provisions, the City of Chesapeake School Board has agreed to maintain records that identify adequately the source and application of ARRA funds. Contractor shall cooperate with the City of Chesapeake School Board’s efforts to satisfy this obligation.
- (b) The City of Chesapeake School Board has agreed to separately identify the expenditures for Federal awards under ARRA on its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Contractor agrees to cooperate with the City of Chesapeake School Board’s efforts to satisfy this obligation.
- (c) The Contractor shall provide to City of Chesapeake School Board the information required by SEFA so that the City of Chesapeake School Board can specifically and adequately identify all recipients and uses of any and all ARRA funding in a manner that complies with the requirements for the City of Chesapeake School Board–SEFA described in subsection (a), above. This information is needed to allow City of Chesapeake School Board to properly monitor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

8. **Audit and Inspection: Inspection by Federal Officials.**

Contractor agrees to permit OWNER, the Secretary of the Client, the Client Inspector General, the OWNER’s Inspector General, the Recovery Accountability and Transparency Board, the Recovery Independent Advisory Panel, and the Comptroller General of the United States, or their authorized representatives (collectively “Officials”) to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to Contractor’s activities under this Contract. Contractor will take appropriate steps to ensure that the aforementioned materials are available for inspection in order to ensure compliance with this section. Contractor further agrees to permit such Officials to interview any officer or employee of Contractor.

9. **Additional Audit and Inspection Requirements.**

- (a) Contractor acknowledges and agrees that OWNER, OWNER’s Office of Inspector General (OIG) or its representatives may inspect, copy and/or audit Contractor’s data and records (in hard copy and/or electronic format) related in any way to the Contract, including without limitation, all data and records relating to: (1) support for any proposal, change order, or request for equitable adjustment submitted to OWNER by Contractor; (2) Contract compliance and performance, including any work or deliverables in progress; (3) compliance with applicable provisions of OWNER’s federal grant, regulations and statutes; and (4) support for all direct and indirect costs or prices charged to OWNER. Contractor agrees to maintain all such data and records throughout the term of the Contract and until three (3) years after final payment under the Contract, and agrees to cooperate with all audit activities.

- (b) In connection with its audit and inspection activities, upon request, OWNER, OWNER OIG or its representatives shall be afforded, upon request, (1) access to Contractor's facilities and Contract work or deliverables in progress, (2) opportunity to interview Contractor's employees concerning any matter relating to the Contract, and (3) adequate and appropriate workspace.
- (c) Contractor agrees to reimburse OWNER, within sixty (60) calendar days after receipt of a written request, the full amount of any undisputed audit findings or questioned costs, unless otherwise agreed by OWNER in the course of post-audit negotiations with Contractor.
- (d) Contractor shall include the provisions of this clause in every subcontract or purchase order exceeding \$100,000, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts or purchase orders exceeding \$100,000. Contractor shall be responsible for subcontractor or lower tier subcontractor's compliance with this clause.
- (e) Contractor acknowledges that the Recovery Act permits OWNER OIG to review any concerns raised by the public relating to this Contract, and acknowledges that any findings of the OIG not related to an ongoing criminal proceeding shall be relayed immediately to OWNER's Board Chairperson and published on OWNER OIG's website. Contractor further acknowledges that the Recovery Act authorizes OWNER OIG (1) to examine any records of the Contractor or any subcontractors, and (2) to interview any officer or employee of Contractor, pertaining to transactions relating to the Contract.
- (f) Nothing in this Contract shall be construed to limit the rights, obligations, authority, or responsibilities of OWNER's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

10. OMB Guidance

Contractor understands this award is subject to all applicable provisions of implementing guidance for the ARRA issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on www.recovery.gov, and any subsequent guidance documents issued by OMB.

11. Fines and/or Penalties

Contractor understands and is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of ARRA funds may result in criminal, civil or administrative fines and/or penalties

12. Job Posting Requirements

Contractor shall use the Virginia Workforce Connection (VWC) for the recruitment of direct jobs created by ARRA through this contract in accordance with the following provisions:

- (a) The Contractor shall use VWC to post all direct jobs available. Instruction for posting jobs is located on the VWC website: www.vawc.vec.virginia.gov. Assistance is available from the Virginia Employment Commission (VEC) by phone on (804)225-3116 or by email at StimulusJobs@vec.virginia.gov.

- (b) For the purposes of this requirement, “direct jobs” means those jobs funded fifty percent or more by ARRA project funds.
- (c) Posting through VWC is not required when Contractor intends to fill the job opening created by ARRA funding with a present employee, a laid-off former employee or a job candidate from a previous recruitment.
- (d) This requirement is not intended to prevent Contractor from also seeking needed employees by other means including industry specific employment programs.
- (e) This job posting requirement does not fulfill any ARRA reporting responsibility pertaining to jobs created or retained as otherwise required under the terms and conditions of this contract, those contained in ARRA, or other Contractor reporting required by the Federal Government or the Commonwealth of Virginia.

13. Reporting on Jobs Creation Estimates

Contractor shall cooperate with City of Chesapeake School Board’s efforts to comply with guidelines for reporting estimates of jobs. The Contractor shall provide to City of Chesapeake School Board an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor. The Contractor shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to City of Chesapeake School Board no later than ten business days before the end of each calendar quarter.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor’s existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

14. Availability and Use of Funds

Contractor understands and acknowledges that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of activities such as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by ARRA.

15. Equal Employment Opportunity.

Contractor shall comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

16. Patent Rights; Rights to Inventions.

- (a) If any invention, improvement, or discovery of Contractor or any of its subcontractors is conceived or first actually reduced to practice employing financial assistance provided to the Contractor under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to notify OWNER immediately and provide a detailed report. The rights and responsibilities of OWNER, Contractor, third party subcontractors, and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- (b) If the Contract involves the performance of experimental, developmental, or research work, the rights of the Federal Government and OWNER shall be in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Client.

17. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," a copy of which is attached hereto as Attachment A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to OWNER.

18. Debarment and Suspension.

No contract shall be entered into with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" and 49 CFR part 29. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor will comply with U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)." If this Contract equals or exceeds the small purchase (simplified acquisition) threshold of \$100,000, Contractor shall execute the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" attached hereto as Attachment B.

19. Buy American.

Consistent with section 1605 of the Recovery Act, none of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the manufacturing occurs in the United States. Waiver provisions are included in section 1605(b) and (c) of the Recovery Act. Section 1605(d) provides that the Buy American requirements are to be applied in a manner consistent with United States obligations under international agreements. The Office of Management and Budget (OMB) has issued guidance defining "public building" as any enclosed indoor place or portion of a place owned, leased or rented by any state, county or municipal government, or by any agency supported by appropriation of, or by contracts or grants from funds derived from the collection of federal, state or county taxes. OMB has also defined "public work" to mean all work, construction, alteration, repair or improvement that is executed at the cost of the state or any local public agency. OWNER will notify Contractor if the project funded under this Contract is considered a "public building" (e.g., a train station owned by a state or local government). If so, and the activities to be performed hereunder qualify as "public work," Recovery Act Buy American requirements apply and Contractor shall execute the Buy American Certification for Iron, Steel, and Manufactured Goods, attached hereto as Attachment D.

20. Cargo Preference--Use of United States Flag Vessels.

Pursuant to the U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S. Flag Vessels," 46 CFR part 381, if equipment, materials or commodities may be transported by ocean vessel in carrying out the activities funded under this Contract, Contractor agrees:

- (a) To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States – flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "On-Board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to OWNER (through the contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with appropriate identification.
- (c) Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

21. Environmental Protection.

This section applies if the Contract exceeds \$100,000. Contractor will conduct work under this Contract, and will require that work that is conducted as a result of this Contract be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., and all regulations issued thereunder. Contractor certifies that no facilities that will be used to perform work under this Contract are listed on the List of Violating Facilities maintained by the Environmental Protection Agency (EPA). Contractor will notify OWNER as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Contract is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonable have been aware. Also, where applicable, Contractor shall comply with the **Wild and Scenic Rivers Act** of 1968 (16 U.S.C. 1271 et seq).

22. Remedies for Breach.

All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a subcontractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

23. Contract Termination Provisions.

All subcontracts in excess of the small purchase threshold (currently \$100,000), shall contain suitable provisions for termination by Contractor, including the manner by which termination shall be effected and the basis for settlement. In addition, such subcontracts shall describe conditions under which it may be terminated for default as well as conditions where it may be terminated because of circumstances beyond the control of Contractor.

24. Allowable Costs.

Contractor's expenditures will be reimbursed only if they conform with Federal guidelines or regulations and Federal cost principles as set forth in Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations," which are incorporated herein by reference. If any costs are disallowed, as determined by an audit by OWNER or the Federal Government, Contractor agrees to reimburse OWNER for such disallowed costs within sixty (60) days of advice to Contractor of the determination of disallowance.

25. False Claims Act.

Contractor should be aware that OWNER is required to promptly refer to an appropriate inspector general (either the OWNER Inspector General or the Client Inspector General) any credible evidence that a principal, employee, agency, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Contractor shall comply with these same reporting requirements.

26. Conflict of Interest

Contractor shall execute the Certification Regarding Conflicts of Interest which is attached hereto as Attachment E.

27. Site Visits.

The Client, through its authorized representatives, has the right, at all reasonable times, to make site visits to review OWNER's activities and accomplishments in carrying out the Recovery Act program. If any site visit is made by Client on the premises of Contractor under the Contract, Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of Client representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will comply with Contractor's safety requirements and not unduly delay work being conducted by Contractor or its subcontractors.

28. Americans with Disabilities Act. Contractor will comply and cause its subcontractors and lower tier subcontractors to comply with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 et seq.).

29. Wage Rate Requirements/Davis Bacon.

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor (DOL) has issued regulations at 29 CFR Parts 1, 3 and 5 to implement the Davis-Bacon and related Acts (DB). Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon (DB) contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

1. Applicability of the Davis Bacon prevailing wage requirements to ARRA projects.

For Recovery Act assistance agreements, Davis Bacon prevailing wage requirement applies when the project includes:

- (a) Installing piping to connect households or businesses to public and private water systems or replacing public or private water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or

- (c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the Davis Bacon requirements for all construction work performed on the site. Other funded activities, such as site assessments, in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger Davis Bacon requirements. However, if the Contractor encounters a unique situation at a site (e.g. unusually extensive excavation) that presents uncertainties regarding Davis Bacon applicability, Contractor must discuss the situation with OWNER and Client before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) Contractor shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to Davis Bacon will take place. These wage determinations can be found for specific localities at www.wdol.gov and are included as Attachment F.
 - (i) When soliciting competitive contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments) for installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement, Contractor shall use the "Heavy Construction" Classification.
 - (ii) When soliciting competitive contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations,, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant the Contractor shall use the "Building Construction" classification.
 - (iii) When soliciting competitive contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the Contractor shall use the "Heavy Construction" classification.

Contractor and any subcontractors must discuss unique situations that may not be covered by the General Wage Classifications described above with OWNER and Client. If, Client determines that Davis Bacon applies to a unique situation (e.g. unusually extensive excavation) the Client will advise the OWNER and its contractors which General Wage Classification to use based on the nature of the construction activity at the site.

- (b) For contracts that identify work at specific sites that will be funded in whole or in part by Recovery Act funds, the OWNER shall obtain wage determinations for the locality in which

an ARRA activity subject to Davis Bacon will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to Davis Bacon. These wage determinations shall be incorporated into solicitations and any subsequent contracts/contract addendums. The contractor shall require subcontractors to follow the wage determination incorporated into the prime contract.

3) Davis Bacon Contract and Subcontract Provisions.

- (a) Any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to Davis Bacon as described by Paragraph (1) above, the following labor standards provisions apply.

(a) (1) Minimum wages.

(a) (1) (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) , the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Recipient shall require that the contractor and subcontractors include the name of the Recipient employee or official responsible for monitoring compliance with DB on the poster.

(a) (1) (ii)(A) The Recipient, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Client shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(a) (1) (ii) (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Recipient to the Client. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(a) (1) (ii) (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Recipient and will notify the Award Official within the 30-day period that additional time is necessary.

(a) (1) (ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(a) (1) (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(a) (1) (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(a)(2) Withholding.

The OWNER, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, OWNER may, after written notice to the contractor, **take** such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(a)(3) Payrolls and basic records.

(a) (3)(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work . Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(a) (3)(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the OWNER who will maintain the records on behalf of Client. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **Recipient** for transmission to the Client, if requested by Client, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(a) (3)(ii)(B) Each payroll submitted to OWNER shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(a) (3) (ii) (B) (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3) (ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(a) (3) (ii) (B) (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(a) (3)(ii)(B)(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(a) (3)(ii) (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. A PDF version of the form and instructions can be found at the following DOL website. <http://www.dol.gov/whd/forms/wh347instr.htm>

(a) (3)(ii) (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(a) (3) (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Client or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Client may, after written notice to the contractor, OWNER **sponsor**, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(a) (4) Apprentices and trainees

(a) (4) (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered -program for the apprentice's level of progress, expressed- as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an

apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(a) (4) (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(a) (4) (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

(a) (5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(a) (6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Client may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(a) (7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(a) (8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(a) (9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the Recipient, borrower or subgrantee and Client, the U.S. Department of Labor, or the employees or their representatives.

(a) (10)(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(a) (10)(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(a) (10) (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

b. Contract Provisions for Contracts in Excess of \$100,000

(b)(1) Contractors must comply with the following additional requirements when the contract amount is in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

(b) (2) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) (3) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (2) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (2) of this section.

(b) (4) Withholding for unpaid wages and liquidated damages. The OWNER, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold

or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(3) of this section.

(b) (5) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (2) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(2) through (5) of this section.

(b) (6) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

State Requirement for ARRA projects.

Executive Order 85 (2009) requires that all Contractors (prime) and sub-contractors use the Virginia Workforce Connection (VWC) for the recruitment of all jobs created by the American Recovery and Reinvestment Act of 2009 (ARRA). The VWC is the state's official workforce development web site for employer vacancy listings. Attached are VEC instructions for posting jobs to this web site (Attachment G). For assistance from the Virginia Employment Commission (VEC), call (804) 225-3116 or email at: StimulusJobs@vec.virginia.gov

30. AMERICAN RECOVERY AND REINVESTMENT LOGO

This project receives funding under the American Recovery and Reinvestment Act of 2009 (ARRA) and the Subrecipient must display the ARRA Logo in a manner that informs the public that the project is an ARRA investment. The ARRA logo may be obtained from the Recipient. If the EPA logo is displayed along with the ARRA logo and logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA must be accompanied with a statement indicating that the Subrecipient received financial assistance from EPA for the project.

31. COMPLIANCE REQUIREMENTS

- (a) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3), where applicable.

- (b) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), where applicable.
- (c) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), where applicable.
- (d) For contracts in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**ATTACHMENT A
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Offeror/Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

**ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The offeror/prospective contractor certifies, by submission of this offer or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the offeror/prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this offer or proposal.

Name of Bidder/Offeror/Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

*Instructions for this Certification may be found at 49 CFR part 29, App. B.

ATTACHMENT C
BUY AMERICAN CERTIFICATION FOR MANUFACTURED ARTICLES, MATERIALS OR SUPPLIES
(“SUPPLIES”) WHICH COST \$1,000,000 OR MORE

All contractors providing Supplies in response to the above-referenced RFP/IFB must comply with 49 U.S.C. §24305(f). Bidder/Offeror must complete one of the certifications below indicating whether it can meet the requirements of 49 U.S.C. §24305(f). If it cannot meet the requirements, it shall provide any further information which OWNER may request to enable OWNER to determine whether it is necessary or appropriate to seek a waiver from the Client.

Bidder/Offeror hereby certifies that it can meet the requirements of 49 U.S.C. §24305(f).

Name of Bidder/Offeror/Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

Bidder/Offeror hereby certifies that it cannot meet the requirements of 49 U.S.C. §24305(f). (Please attach explanation.)

Name of Bidder/Offeror/Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

**ATTACHMENT D
CERTIFICATION OF BUY AMERICAN PROCUREMENT**

Project Number _____ Contract Name _____

I do hereby certify as to the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U. S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U. S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U. S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Contractor Name (printed or typed)

Name of Authorized Official (printed or typed)

Signature of Authorized Official

Title (printed or typed)

Date

**ATTACHMENT E
CERTIFICATION REGARDING CONFLICTS OF INTEREST**

For purposes of Contractor performing services for OWNER, "conflict of interest" means that, because of activities or relationships with other persons or entities, (1) Contractor is unable to render impartial assistance or advice to OWNER, (2) Contractor's objectivity in performing the services under this contract is or might be otherwise impaired, or (3) Contractor has, or attempts to create, an unfair competitive advantage.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. It does not and will not have a conflict of interest in performing the services for OWNER pursuant to this contract.
2. It will not: (a) engage in activities, or (b) initiate or maintain relationships with persons or entities, where such activities or relationships create a conflict of interest.
3. It will use its best efforts to identify and prevent potential subcontractor conflicts of interest. Contractor will inform OWNER of any activity or relationship that Contractor has reason to believe may create a conflict of interest.
4. It is not a party to any existing agreement which would prevent Contractor from entering into and performing this contract.

Name of Bidder/Offeror/Contractor

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

ATTACHMENT F

General Decision Number: VA100194 01/21/2011 VA194

State: Virginia

Construction Type: Building

County: Chesapeake* County in Virginia.

*INDEPENDENT CITY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	10/08/2010
1	11/05/2010
2	11/12/2010
3	01/21/2011

ASBE0085-005 05/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.48	9.49

BOIL0045-004 10/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 32.91	18.42

BRVA0001-004 07/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 19.00	7.50

CARP0613-007 05/01/2010

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging & Form Work).....	\$ 21.51	7.27+2%

ELEC0080-009 03/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 23.05	14.67%+5.00+a

ENGI0147-024 05/01/2010

	Rates	Fringes
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Power equipment operators:
 (1) Cranes under 90 tons....\$ 25.99 8.69%+7.25
 (2) Cranes 90 tons & over
 capacity; Tower & Climbing
 Cranes with Controls 100
 ft. above ground.....\$ 26.91 8.69%+5.75
 (3) Forklift.....\$ 22.52 8.69%+5.75

 IRON0079-009 05/01/2010

	Rates	Fringes
IRONWORKER (Ornamental & Structural).....	\$ 23.40	12.53

 LABO0351-003 06/01/2010

	Rates	Fringes
LABORER (Mason Tender Brick).....	\$ 13.85	5.55

 PLAS0891-009 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 20.32	4.87

 * PLUM0110-005 01/01/2011

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe & System Installation).....	\$ 23.71	14.73
PLUMBER.....	\$ 23.71	14.73

 ROOF0030-035 05/01/2010

	Rates	Fringes
ROOFER.....	\$ 27.30	8.28

 SHEE0100-033 07/01/2010

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 25.62	11.72

 SUVA2010-095 09/20/2010

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 16.00	1.21
CARPENTER (Form Work Only).....	\$ 16.40	0.00
FENCE ERECTOR.....	\$ 13.72	4.16

HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 23.25	4.38
LABORER: Common or General.....	\$ 9.51	0.00
LABORER: Landscape.....	\$ 10.64	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.96	3.12
LABORER: Pipelayer.....	\$ 13.80	2.33
OPERATOR: Backhoe.....	\$ 24.68	4.65
OPERATOR: Bobcat/Skid Loader....	\$ 15.62	2.40
OPERATOR: Bulldozer.....	\$ 21.50	4.80
OPERATOR: Excavator.....	\$ 18.38	4.17
OPERATOR: Loader.....	\$ 20.63	4.80
OPERATOR: Mechanic.....	\$ 18.23	1.59
OPERATOR: Roller.....	\$ 21.50	4.80
PAINTER: Brush & Roller.....	\$ 13.82	0.00
PAINTER: Spray Only.....	\$ 14.15	0.00
TILE FINISHER.....	\$ 17.32	6.72
TILE SETTER.....	\$ 21.12	7.68
TRUCK DRIVER: Dump Truck.....	\$ 13.25	1.80

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively bargained wage and
fringe benefit rates. Other designations indicate unions whose rates have
been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal Process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party(those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the Interested party's position and by any information (wage payment data, Project description, area practice material, etc.) that the requestor Considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an Interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ATTACHMENT G
Executive Order 85 – Job Posting Processes
Commonwealth of Virginia and Stimulus Funded Jobs

In accordance with Executive Order 85, the Virginia Employment Commission provides the following instructions for posting vacancies to the Virginia Workforce Connection (VWC) for Commonwealth of Virginia jobs and for contractor and sub-recipient job vacancies funded by the American Recovery and Reinvestment Act (ARRA).

Commonwealth of Virginia Job Postings in the Recruitment Management System (RMS)

1. Job vacancies will be automatically imported from RMS into VWC.
2. Executive agencies, colleges and universities who post job vacancies via RMS require no other action to comply with the Executive Order.

Contractors and Sub-recipients receiving ARRA Funds Job Postings Instructions AND Commonwealth of Virginia Job Postings NOT in (RMS)

These employers will access the VWC and enter their ARRA job postings. If the employer does not have a VWC account, one must be created. The account and posting may be created on-line.

- Access the VWC at <https://www.vawc.vec.virginia.gov>

If you have a VWC account:

- Enter your user ID and password.
- Click the **Sign In** button.

Post a Job Order	<ul style="list-style-type: none">• Click Manage Jobs from the Quick Menu.• Click Create a New Job Order.• Select the occupation for the job order and click Continue.• Select job order Location and Contact.• Select and confirm the required skills.• Record job order details.• Click Save.• On existing job orders, click the job order title to view and modify it.• Click Copy to create a copy of the current job order.
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If you do not have a VWC account:

- Click the Not Registered? Link.
- Click Register, Click Employer.
- Create a unique user ID and password.
- Fill in required (*) fields.
- Click the **Post a Job** button; answer the Stimulus question as noted in the box above.

For assistance from the VEC, please call (804) 225-3116 or email at StimulusJobs@vec.virginia.gov

ATTACHMENT H
NOTE: REGISTRATION/SUBMISSION REQUIREMENTS

Registration Requirements

There are several one-time actions you must complete in order to submit an application in response to this Announcement (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contractor Registration (CCR), and register with FedConnect). Applicants who are not registered with CCR and FedConnect, should allow at least 10 days to complete these requirements. It is suggested that the process be started as soon as possible.

Applicants must obtain a DUNS number. DUNS website: http://www.dnb.com/US/duns_update/

Applicants must register with the CCR. CCR website: <http://www.ccr.gov/>

Applicants must register with FedConnect to submit their application. FedConnect website: www.fedconnect.net

Questions

Questions relating to the **system requirements or how an application form works** must be directed to Grants.gov at 1-800-518-4726 or **support@grants.gov**.

Questions regarding the content of the announcement must be submitted through the FedConnect portal. You must register with FedConnect to respond as an interested party to submit questions, and to view responses to questions. It is recommended that you register as soon as possible after release of the FOA to have the benefit of all responses. More information is available at <http://www.compusearch.com/products/fedconnect/fedconnect.asp>. DOE will try to respond to a question within 3 business days, unless a similar question and answer have already been posted on the website.

Questions pertaining to the **submission** of applications through FedConnect should be directed by e-mail to **support@FedConnect.net** or by phone to FedConnect Support at 800-899-6665.

Application Preparation and Submission

Applicants must download the application package, application forms and instructions from Grants.gov. Grants.gov website: <http://www.grants.gov/>
(Additional instructions are provided in Section IV A of this FOA.)

Applicants must submit their application through the FedConnect portal. FedConnect website: www.fedconnect.net (additional instructions are provided in Section IV H of this FOA)

END OF BID DOCUMENT