

Louisa County Public Schools
School Administration Building
953 Davis Highway
Mineral, Virginia 23117
540-894-5115

Date: 01/16/2015

From: Calvin McGhee, Director of Finance

RFP Number: 2015-01
RFP Topic: Classroom Projectors

We are pleased to invite your proposal. Attached hereto you will find the necessary documents giving information and instructions pertaining to your proposal:

1. Invitation to Submit a Proposal This sheet provides you with the basic information concerning opening of proposals, time factors, proper address for submitting your proposal, and identifies the authorized representative of the school system who will be your contact.
2. Terms and Conditions of the Proposal Contained within the General and Special Terms and Conditions of Proposal are the provisions and terms governing your proposal. Please read these pages carefully as they are an integral part of the proposal and any potential award.
3. Specifications This document indicates the exact nature of our needs. When specifications for equipment, material, and supplies are provided they are to be completed by the Vendor/Offeror and returned with your response.

Request for Proposal

The Louisa County School Board, Mineral, Virginia, invites sealed proposals for the purchase of **Classroom Projectors and Installation** for Louisa County Public Schools to meet the terms, conditions, and specifications provided in this Notice and in the Invitation for Submitting a Proposal. General and special terms and conditions, specifications, and proposal forms are open for inspection and available to prospective Offerors at the Louisa County School Board Office, Finance Department, 953 Davis Highway, Mineral, Virginia 23117 (540) 894-5115.

The Louisa County School Board reserves the right to reject any and all proposals (or any part thereof) and to waive any informalities or irregularities when the School Board, in its sole discretion, deems it to be in the best interests of the school division.

If any prospective Offeror has questions about the specifications or other documents, terms, or conditions, the prospective Offeror shall contact Calvin McGhee, Louisa County Public Schools, Director of Finance at 540-894-5115 or email at mcgheect@lcps.k12.va.us, or Mark Outten for technical questions at 540-894-5115 or email at outtenwm@lcps.k12.va.us, no later than five calendar days before the deadline for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Louisa County Public Schools.

Attachments:

1. Proposal Form.
2. Certification of No Crimes Against Children.

Proposal Preparation

1. Sealed Proposals will be received until February 2, 2015 at 3:30 p.m., at the Louisa County School Board Office, 953 Davis Hwy., Mineral, Virginia 23117. Proposals will not be publicly opened but shall be reviewed and competitively negotiated as authorized by the Virginia Public Procurement Act. Any proposals received after the specified time will be rejected. The School Board is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It has been the experience of the School Board that private couriers do not make special morning deliveries in Mineral. It is the sole responsibility of the Offeror to ensure that its proposal reaches the School Board office by the designated date and hour. Proposals will not be accepted over the facsimile machine. Proposals received in response to this Invitation will be opened at the time and place stated and will be made public only as provided by the Virginia Public Procurement Act and the Virginia Freedom of Information Act.
2. All proposals must be signed by an authorized representative of the company submitting the proposal.
3. Two (2) copies of the signed proposal should be returned in an envelope or package, sealed and identified as follows:

RFP Number: 2015-01

Classroom Projectors

Name of Offeror _____

Address _____

Opening Date of February 2, 2015 at 3:30 pm.

No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.

**COUNTY SCHOOL BOARD OF LOUISA, VIRGINIA
STANDARD TERMS AND CONDITIONS**

1. General Provisions

- 1.1 Unless otherwise agreed to in a writing signed by the Superintendent for Louisa County Public Schools, and approved as to form by the attorney for Louisa County Public Schools, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between the School Board for the County of Louisa, Virginia (the "Board") and _____ (the "Vendor").

2. Definitions

- 2.1 "Solicitation" means the vehicle by which the Board solicited pricing, and if applicable other terms, by which it could acquire goods or services from Vendor, regardless whether

the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Louisa County Code, Board policy, or Virginia law.

- 2.2 "Contract Documents" means all documents that constitute any legal and binding agreement between the Vendor/Offeror and the Board, including these Standard Terms and Conditions.
- 2.3 "Contract Period" means the time period from the time that Vendor first becomes legally bound to provide goods or services to the Board in response to a Solicitation until all of Vendor's contractual obligations to the Board, arising out the Solicitation, cease.
- 2.4 "Obligations" means any and all legal obligations of Vendor under any Contract Documents.

3. Laws of the Commonwealth

- 3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Louisa County Code. Vendor represents and warrants to the Board that:
 - a.) During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - b.) It does 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, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,
 - c.) Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. School Board Policies

- 4.1 In every contract of over \$10,000, the Vendor agrees during the Contract Period that Vendor:
 - a.) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Vendor;
 - b.) Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
 - c.) Will state that the Vendor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Vendor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and,

- d.) Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Vendor in order to fulfill its Obligations, so that the provisions will be binding upon each subcontractor or vendor employed by Vendor.
- 4.2 In every contract of over \$10,000, the Vendor agrees during the Contract Period the Vendor shall:
- a.) Provide a drug-free workplace for its employees;
 - b.) 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 its workplace and specify the actions which will be taken against any employee for a violation;
 - c.) State in all of its solicitations or advertisements for employees that the Vendor maintains a drug-free workplace; and
 - d.) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
 - e.) For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor under a Solicitation and in accordance with the Virginia Public Procurement Act and/or the Louisa County Code.
 - f.) In addition to the provisions contained in sub-paragraph C pertaining to drug-free workplaces, the Vendor shall comply with the federal Drug Free Workplace Act.
- 4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia, Section 60-25 of the Louisa County Code, and applicable Board policy, in all Solicitations, contracts, and purchase orders, the Board does not discriminate against faith-based organizations.
- a.) "Faith-based Organization" means a religious organization that is or applies to be a Vendor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
 - b.) If Vendor is a faith-based organization, then Vendor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the Board's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the

appropriate person as indicated in this form.

- 4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Vendor/Offeror is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Vendor/Offeror shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law.

5. Certifications

- 5.1 The Vendor certifies that Vendor's response to the Solicitation:
- a. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid/offer in response to the same Solicitation;
 - b. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
 - c. Is in full compliance with the Virginia Conflicts of Interest Act;
 - d. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
 - e. Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to Board employees or other sources which may have gained such information from interaction with Board employees;
- 5.2 The Vendor has not offered or received any kickback from any other bidder or vendor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- 5.3 The Vendor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- 5.4 The Vendor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- 5.5 Neither Vendor, Vendor's subcontractors, nor any person acting on Vendor's behalf, have conferred, or will confer, on any public employee having official responsibility for a 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 is exchanged.

6. Warranties

- 6.1 The Vendor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Vendor to perform its Obligations. Any goods or services furnished by the Vendor under the Contract Documents shall be covered by the most favorable warranties provided by the Vendor to any customer.
- 6.2 Vendor warrants to the Board that all materials and equipment furnished shall be new, unless otherwise specified, and that Vendor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Vendor warrants Vendor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Vendor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.
- 6.3 The Vendor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Vendor will pay to the Board the full contract price agreed to by the Board to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the Board.

7. Modifications, Additions or Changes

- 7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Board. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000, whichever is greater, without the approval of the Board. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Board.

8. Procurement Code

- 8.1 Solicitations are subject to Chapter 60 of the Louisa County Code and any revisions, thereto, and applicable Board policy, which are hereby incorporated into this contract in their entirety. ANY SOLICITATION OR CONTRACT DOCUMENTS THAT ARE ISSUED, REQUESTED OR EXECUTED IN VIOLATION OF LOUISA COUNTY CODE, BOARD POLICY, OR VIRGINIA LAW ARE VOID AB INTIO, AND OF NO EFFECT, REGARDLESS OR WHETHER ANY PURCHASE HAS BEEN MADE UNDER THE CONTRACT DOCUMENTS AND IRRESPECTIVE OF THE AMOUNT OR LENGTH OF VENDOR'S PERFORMANCE UNDER THE CONTRACT DOCUMENTS. A current copy of the Louisa County Code is available at www.municode.com or available for viewing at the Louisa County administration building during normal business hours.

9. Bid Acceptance Period

- 9.1 Any bid in response to a Solicitation shall be valid for 60 days. At the end of the 60 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn

at that time, it remains in effect until an award is made or the Solicitation is cancelled.

10. Indemnification

10.1 The Vendor agrees to indemnify, defend and hold harmless the Board and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Vendor (ii) any services of any kind or nature provided by the Vendor or (iii) Vendor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the Board.

11. Assignment

11.1 Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the Board.

12. Audit

12.1 The Vendor hereby agrees to retain all books, records, and other documents relative to Vendor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Board and its authorized agents, state auditors, the grantor of the funds to the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Vendor for the purpose of making audits, examinations, excerpts or transcriptions.

13. Ownership of Documents

13.1 Any reports, studies, photographs, negatives, or other documents prepared by Vendor in the performance of its Obligations shall be remitted to the Board by the Vendor, without demand therefore, upon the earliest of (i) completion of its Obligations (ii) completion of the Contract Period or (iii) termination, cancellation or expiration of the Contract Documents. Vendor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Board. The Board shall own the intellectual property rights to all materials produced under this Agreement.

14. Payment and Performance Bond

14.1 If Vendor's Obligations include construction, the amount of which exceeds \$100,000, the Vendor shall furnish to the Board the bonds required under Section 60-21 of the Louisa County Code and applicable Board policy, and shall otherwise fully comply with the requirements of such sections of the Code and policy. The Board reserves the right to require payment and/or performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections of the Code or policy.

15. Required Payment

15.1 The Vendor covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the Vendor by the School Board for work performed by a subcontractor under the Agreement:

- a.) pay any subcontractor for its proportionate share of the total payment received from the Board attributable to the work under the Agreement performed by such subcontractor, or
 - b.) notify the Board and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore;
- 15.2 Vendor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the Board being required to make any payment to the Vendor under the Contract Documents.
- 15.3. Vendor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Vendor on all amounts owed by the Vendor that remain unpaid after seven (7) days following receipt by the Vendor of payment from the Board for work performed by the subcontractor in furtherance of Vendor meeting its Obligations to the Board, except for amounts withheld pursuant to subparagraph 15.1(b) above.
- 15.4 Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- 15.5 Vendor agrees to include in its contracts with any and all subcontractors the requirements of 15.1(a) and 15.1(b) above and a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 15.6 Vendor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above shall not be construed to be an obligation of the Board. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

16. Liability Coverage

- 16.1 Unless otherwise expressly excepted in the Solicitation documents prepared by the Board, the Vendor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the Board from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Vendor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements" set forth below and shall name the "County School Board of Louisa, County Virginia" and, where applicable, "Board of Supervisors of Louisa County, Virginia" and the "County of Louisa, Virginia" as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Vendor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Vendor provides goods or services to the Board, the Vendor shall provide the Board with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Board at least 30 days' notice prior to cancellation or other termination of such insurance.

17. Loss or Damage in Transit

- 17.1 Delivery by a Vendor to a common carrier does not constitute delivery to the Board. Any

claim for loss or damage incurred during delivery shall be between the Vendor and the carrier. The Board accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. The receiving agency will note all apparent damages in transit on the freight bill and notify the Vendor. Discovery of concealed damages or loss will be reported by the receiving agency to the carrier and the Vendor within 15 days of receipt and prior to removal from the point of delivery if possible. The Vendor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Vendor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the agency, the Vendor may deduct the amount of damage or loss from his or her invoice to the agency in lieu of replacement.

18. Freight

18.1 By signing any response to a Solicitation the bidder certifies that the bid price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual purchase. If a requirement is bid F.O.B. origin, the Vendor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin the Board will consider freight cost in the evaluation of bids.

19. Insurance and Bond Requirements

19.1 The Vendor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Vendor's actions or inactions, or those of Vendor's subcontractor or other persons directly or indirectly employed by either of them:

- a) Worker's Compensation and Employer's Liability. Vendor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Vendor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:
 - a) Bodily Injury by accident, \$500,000 for each accident;
 - b) Bodily Injury by disease, \$500,000 policy limit;
 - c) Bodily Injury by disease, \$500,000 for each employee.
- b) Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Vendor, and personal injury insurance in support of section 10 of this Agreement entitled "Indemnification". This policy shall be endorsed to include the Board as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the Board. Vendor shall procure and maintain Public Liability Insurance in an amount not less than:
 - a) \$1,000,000 for each occurrence involving bodily injury;
 - b) \$1,000,000 for each occurrence involving property damage;
 - c) \$2,000,000 aggregate limits.

- c) Comprehensive Automobile Liability. Vendor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Vendor, with the following limits:
 - a) \$1,000,000 for each occurrence involving personal injury;
 - b) \$1,000,000 for each occurrence involving property damage;
 - c) \$2,000,000 aggregate limits.
 - d) The Vendor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.
- 19.2 The Board reserves the right to require insurance of any Vendor in greater amounts provided notice of such requirements is stated in the solicitation.
- 19.3 All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the Board.
- 19.4 Insurance policies shall provide for notification to the Board of non-payment of any premium and shall give the Board the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the Board shall be deducted from amounts due Vendor under the Contract.
- 20. Compliance With Laws**
 - 20.1 All work performed shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, Board policies, and the Louisa County Code.
- 21. No Waiver**
 - 21.1 Any failure of the Board to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the Board of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the Board's position and Vendor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the Vendor may assert in any action by the Board. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.
- 22. Termination and Cancellation**
 - 22.1 The Board shall have the unilateral right to terminate any contract with Vendor for default on the terms of that contract, or any other contract between the Vendor and the Board.
 - 22.2 The Board has the unilateral right to cancel and terminate any contract with Vendor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Vendor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the Board. If a contract is terminated in whole or in part for the convenience of the Board, the Vendor shall be paid the contracted price for the service or goods actually provided or rendered

up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

22.3 Any contract cancellation notice shall not relieve the Vendor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

23. Availability of Funds

23.1 It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the Board's obligations with respect to the Contract Documents.

24. Billing, Method of Payment and Offset Rights

24.1 Billing shall be done monthly based on the contracted rate bid by the Vendor and submitted to the Louisa County Public Schools Finance Department. The Board will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Louisa County Public Schools Finance Department.

24.2 Vendor agrees that the Board has the unilateral right to offset any bill submitted to Board by Vendor, or any payment owed to Vendor by the Board, by any amount due to the Board from Vendor pursuant to the Contract Documents, or any other agreement, contract or transaction between Board and Vendor.

25. Tax Exemption

25.1 The School Board of Louisa County Public Schools, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The Board's tax identification number is 54-6001399.

26. Work Site Damages

26.1 Any damages, including damage to finished surfaces, resulting from Vendor's performance of its Obligations shall be repaired to the satisfaction of the Board at the Vendor's expense.

27. Choice of Law

27.1 To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of Louisa County without regard to their principles of conflicts of law.

28. Forum Selection

28.1 The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Louisa County, Virginia for resolution of any and all claims, causes of action or disputes between Vendor and the Board. Vendor agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

29. Severability

29.1 If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

30. Attorneys' Fees

30.1 Should the Board employ an attorney to either (i) institute and maintain a suit against Vendor arising out of the Contract Documents or Vendor's Obligations (ii) assist in enforcing or defending any of the Board's rights under the Contract Documents (iii) protect the Board's interest in any matter arising under a contract with Vendor (iv) collect damages for the breach of a contract or any other amounts owed to the Board; or (v) recover on a surety bond given by the Vendor, then the Board shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Vendor if the Board prevails in court, regardless whether the Board recovers at law or in equity.

31. Notices

31.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

- a.) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or
- b.) transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Board shall be sent to:

Superintendent of Schools
Louisa County Public Schools
953 Davis Highway
Mineral, VA 23117

With a copy to:
Bradford A. King, Esq.
Sands Anderson, P.C.
1111 E. Main Street
P.O. Box 1998
Richmond, VA 23218-1998

32. Contractual Claims Procedure

32.1 Contractual claims or disputes by Vendor against the Board, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein,

shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Vendor shall give the Board written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Vendor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Vendor files such written notice, Vendor shall proceed with the work as directed. If Vendor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

- 32.2 The Board, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Vendor by written notice.
- 32.3 If the Vendor disagrees with the decision of the Board concerning any pending claim, the Vendor shall promptly notify the Board by written notice that the Vendor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Vendor to accept the decision of the Board or under a written notice of Vendor's intention to file a claim or a detailed claim not acted upon by the governing body of the Board, shall be specifically exempt by the Vendor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 32.4 The Board's decision on contractual claims shall be final and conclusive unless the Vendor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

33. Correction of Defective Work

- 33.1 Vendor shall promptly replace or correct any work or materials which Board rejects as failing to conform to the requirements of the Contract Documents. If Vendor does not do so within a reasonable time, Board shall have the right to replace or correct the defective work or materials and Vendor shall be liable to Board for the cost thereof. If, in the opinion of Board, it is not expedient to correct or replace all or any part of rejected work or materials, then Board, at its option, may deduct from the payment due, or to become due, to Vendor such amounts as, in Board's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

34. No Crimes Against Children

- 34.1 Vendor acknowledges that the implementation of the Contract Documents requires Vendor, Vendor's employees or other persons that will provide services under this Contract to have direct contact with **Louisa County Public Schools** students. Therefore, Vendor hereby certifies that neither Vendor, Vendor's employees nor any person that will provide services under the Contract Documents who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- 34.2 Vendor understands that, pursuant to Code of Virginia §22.1-296.1. making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such

conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Louisa County Public Schools** shall not be liable for materially false statements regarding the certifications required under the Contract Documents.

- 34.3 The Vendor shall execute and deliver to the Board upon execution of the Contract Documents the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Attachment 2.

35. Tobacco and Tobacco Products

- 35.1 The Louisa County School Board has designated all of its buildings and grounds tobacco free areas. Smoking or use of tobacco products are forbidden at all time.

General Terms and Conditions

RFP Number: 2015-01

RFP Topic: Classroom Projectors

Qualification of Offerors: The School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the School Board all such information and data for this purpose as may be requested. The School Board reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The School Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the School Board that such Offeror is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

References: Before a proposal is considered for award, the offeror may be requested by the Superintendent of Schools to submit a statement regarding previous experience in performing comparable work, business and/or technical organization, financial resources, and plant available to be used in performing the work or in supply materials, supplies, and equipment.

Additional Information: The School Board reserves the right to ask any Offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the School Board deems desirable.

Right to Reject: The Louisa County School Board reserves the right to reject any and all proposals (or any part thereof) and to waive any informalities or irregularities when the School Board, in its sole discretion, deems it in the best interests of the school division

Award of Contract: The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the School Board. The award will be made as determined by the proposal evaluation factors utilizing competitive negotiations as is authorized by the Virginia Procurement Act. The School Board also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the School Board to be in its best interest.

Proprietary Information: Section 2.2-4342(F) of the Code of Virginia states: 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 Section 2.2-4317 shall not be subject to the Virginia Freedom of information Act (Section 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of his 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.

Quantities: The scope of work listed is an estimate of anticipated need. The School Board reserves the option to increase or decrease the scope of work based on actual need or availability of funds.

Inspection of Site: At the time of the opening of proposals, each Offeror will be presumed to have inspected the sites and to have read and be thoroughly familiar with the specifications and proposal documents. The failure or omission of any Offeror to receive or examine any form, instrument or document shall in no way relieve any Offeror from any obligation in respect to his proposal.

Clean Up: The successful Offeror at all times shall keep the premises free from accumulation of waste materials or rubbish. All dust and waste sanding materials must be removed daily. At the completion of

the work, vendor shall remove all his waste materials and rubbish from and about the site as well as all his tools, equipment, and surplus materials.

Federal-Aid Provisions: When the U. S. government pays all or any portion of the cost of a project the Contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Contractor shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that are part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed according to the federal aid provisions.

Grant Funds Provision: When a project is funded in part or all by grant funds, the Contractor shall observe all rules and regulations according to the grant fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

Specific Instructions

RFP Number: 2015-01

RFP Topic: Classroom Projectors

The Louisa County Public Schools are interested in purchasing approximately **110 Epson or NEC short-throw Interactive or Non-Interactive Projectors** for **delivery and installation by May 29, 2015** to Louisa County High School. We are looking for the best value to the School District based on price, performance, features and warranty.

Vendors are required to provide at least two references. (preferably schools)

Evaluation of all proposals will be based on the following criteria:

Factor:	Weight:
Price	50%
Installation Experience	20%
Warranty details and any associated cost	15%
References/experience with Louisa Schools	15%
Total:	100%

Contract Award

The Board intends to enter a contract for the services solicited under this RFP with a competent, responsive, responsible firm after using the competitive negotiation procedures as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4301 and 2.2-4303.

Please Note: Firms that are considering submitting a proposal should not make contact with members of the Louisa County School Board or members of the Louisa County Board of Supervisors.

ATTACHMENT # 1

PROPOSAL FORM: Classroom Projectors

RFP Number: 2015-01 RFP Topic: Classroom Projectors

Vendor Name: _____

Proposal Number: _____

Cost Detail

Cost Per Projector Unit: \$_____

Cost Per Projector Mount and Install Hardware: \$_____

Cost Per Installation of Projector: \$_____

Total Cost of Projectors, additional hardware and installation: \$_____

Additional Details

1. Please describe the warranty for each unit and for the installation.
2. Please describe how warranty service should be requested and what is to be expected during the warranty process.
3. Please describe any additional information you would like to provide for consideration.

A minimum of two references should be submitted with this form and should be in the following format:

Reference

Name of Organization: _____

Address: _____

City: _____ State: _____ ZIP: _____

Contact: _____ Phone: _____

Equipment Provided to Company: _____

**Louisa County Public Schools
School Administration Building
953 Davis Highway
Mineral, Virginia 23117
540-894-5115**

Letter of Transmittal

TO: Louisa County Public Schools
953 Davis Highway
Mineral, VA 23117-0007

From:

(Name of Company)

(Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

(Email Address)

RFP Number: 2015-01 RFP Topic: Classroom Projectors

Pursuant to and in compliance with your advertisement for proposals and the Instructions for Offerors relating thereto, the undersigned hereby offers to furnish Classroom Projectors to Louisa County Public Schools as shown on the attached proposal.

It is understood and agreed that, while price is a major consideration, the Louisa County School Board will consider all aspects of each proposal, including guarantees respecting the delivery. The Louisa County School Board reserves the right to accept any proposals or to reject all proposals, with or without cause, and that all bids are irrevocable for a period of 60 days after the proposal submittal date. The Louisa County School Board further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the School Board.

RFP Number: 2015-01 RFP Topic: Classroom Projectors

We acknowledge receipt of the following Addenda and Bulletins (if any):

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

By submitting a proposal in response to this invitation, the Offeror represents that in the preparation and a submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Section 59.1-68 through 59.1-68.8 of the Code of Virginia.

The undersigned, having read and understood the general and special terms and conditions and specifications for the referenced invitation, agrees to furnish and perform such materials and labor to complete said project on the item numbers proposed on the attached sheet for the sum of money indicated.

Legal Name of Offeror (Company)

Accepted by:
Louisa County School Board

By

By

Printed Name

Title

Title

Date of Acceptance

Business Address

Email Address

ATTACHMENT # 2

RFP Number: 2015-01 RFP Topic: Classroom Projectors

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Vendor acknowledges that the implementation of this Contract requires Vendor, Vendor's employees or other persons that will provide services under this Contract to have direct contact with **Louisa County Public Schools** students. Therefore, Vendor hereby certifies that neither Vendor, Vendor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Vendor understands that, pursuant to Code of Virginia § 22.1-296.1. making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Louisa County Public Schools** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) _____

Vendor

Date

By: _____

Print: _____

Title: _____