

Bedford County, Tennessee



REQUEST FOR PROPOSAL RFP 10-41

Low Voltage Infrastructure Purchase & Installation

**Request for Proposals
RFP 10-41**

Title: Low Voltage Infrastructure Purchase & Installation

I. INTRODUCTION/OVERVIEW

A) Purpose/Objective

The Bedford County Department of Finance (hereafter Bedford County) has issued this Request for Proposal (hereinafter "RFP") for the sole purpose and intent of obtaining proposals from interested and qualified firms or individuals and if awarded is expected to lead to contract(s) to furnish building structured wiring and outside plant wiring. The provider will be required to install, maintain and repair current and new copper/fiber and/or wireless connectivity. Services are for approximately 14 plus locations and any future expansion throughout Bedford County.

The successful Bidder will be referred to hereinafter as Contractor.

Bedford County reserves the right to reject any and all proposals and waive any irregularities for the purpose of making the award it feels is in the best interest of the Bedford County. Bedford County intends to award contract(s) only to the responsible respondents whose proposals fall within the competitive range, based on the evaluation factors set forth in this RFP.

The award from this RFP of a contract by Bedford County will not entitle a contractor to perform any specific work or job. Instead, when invited or requested by Bedford County, a Purchase Order will entitle a contractor to perform future specific work (jobs) within the scope of its contract.

Bedford County will reserve the right to solicit proposals from additional potential Bidders for specific jobs when Bedford County deems necessary.

Bedford County anticipates that the contract term will begin on July 1, 2010, and continue through June 30, 2011, with the possibility of one (1) year renewals not to exceed sixty (60) months. In no event shall the contract period exceed sixty (60) months following the effective date. The effective date will be the later of the date anticipated or the date when the contract was filed in the Bedford County Department of Finance.

As is more fully explained in Evaluation, Criteria and Weights section of this RFP, the award, if made, will be made to a responsible Bidder whose proposal is the most advantageous to Bedford County, taking into consideration the evaluation five (5) factors set forth in this RFP, no other factors or criteria will be used in the evaluation of proposals received.

B) Scope of Work

- A. Purchase and Installation of cable and equipment related to the following areas:
 - 1. Fiber and copper Ethernet infrastructure
 - 2. Switched Ethernet networks with active IP components
 - 3. Analog Telephony
 - 4. Electrical wiring, both low and high voltage
 - 5. Audio Visual infrastructure.
 - 6. Wireless LAN Infrastructure
- B. Contract work in installation, troubleshooting, and maintenance of data and audio visual equipment.
- C. Remove unusable existing wiring and equipment.
- D. The projects to be purchased under the resulting contract will range from \$50.00 or less to \$500,000.00 or greater.

C) Background

Bedford County is eligible to participate in the Federal Communications Universal Service Program better known as "E-Rate". This program provides partial payment for eligible services. It is required that the awarded vendor participates in the E-Rate program and is responsible for all vendor filing(s) associated with the program. The vendor must respond to questions listed further in this RFP for knowledge and compliance of the E-Rate program.

The proposed contract would secure a commitment from a qualified vendor for the installation, maintenance, repair and service to the following systems and/or subsystems to conform to acceptable and current standards.

- 1. Fiber and copper Ethernet infrastructure
- 2. Switched Ethernet networks with active IP components
- 3. Analog telephony
- 4. Electrical wiring, both low and high voltage
- 5. Audio Visual infrastructure.
- 6. Wireless LAN Infrastructure for G and N standards

D) Constraints on the Contractor

Contractor must adhere to the standards used by Bedford County. The contractor is responsible for ensuring all work performed under the contract conforms to all applicable codes and will be responsible for correcting any violations found as well as any penalties that might arise from such violations.

All work to be performed under this contract shall be provided at times convenient to Bedford County. Maintenance and installations may only be performed at times that do not interfere with daily operations of Bedford County and provide the least amount of interruption in service. Typically Bedford County departments operate between 8 am and 4:30 pm.

All estimates given for purposed jobs will be adhered to, unless otherwise approved by Bedford County.

Security Requirements: Due to the nature of locations of some of the installations, contractor's personnel may be subject to searches or other required security measures. All employees of the contractor that will perform work in Bedford County buildings will be required to have a background check and be found to be clear of violations.

Safety and the Environment: Without exception, the potential contractor and subcontractors must comply with all local, state, and federal regulations regarding these matters during the performance of this contract.

Equipment Rental: Rental of equipment used to perform work on this contract will be the responsibility of the Contractor. Reimbursement for actual verifiable rental charges requires the prior approval of the Project Manager and a copy of the rental invoice must be attached to the vendor's invoice of these charges to Bedford County.

E-Rate Funding Requirements: Bidders must agree to participate as vendors in the E-Rate program, approved by the Federal Communications Commission (FCC), and administered by the Schools and Library Division (SLD) of the Universal Service Administrative Corporation (USAC). This participation will require a vendor to apply, receive and maintain a Service Provider Identification Number (SPIN), prepare a cost proposal for each E-Rate project in time for submission by the yearly deadline (usually in January of each year).

Additionally vendors are required to invoice the SLD directly for the E-Rate share of the project, and to invoice Bedford County for the school share. For example, if a school has a discount of 90% and the totals cost of the project is \$100,000.00, the Vendor would invoice Bedford County for \$10,000.00 and the SLD for the remaining \$90,000.00.

Contractors for installation and maintenance of infrastructure wiring and components must comply with the "State of Tennessee Contractors' License Law and Rules and Regulations" issued by the Board of Licensing Contractors, Tennessee Department of Commerce and Insurance. In addition, contractors for this work will need to have both a performance and a payment bond.

E) Contractor Responsibilities

Bedford County seeks contractors able to provide the following:

- Provide cabling end-to-end solutions that qualify for manufacturer warranty of all components.
- Obtain, on the behalf of Bedford County, any licenses, permits, or inspection costs that may be required in the course of work awarded from any entity of Local, State, or Federal government. Costs would be billable on work awarded requiring same.
- Direct contact with technicians or a project manager that can provide needed information quickly (within 15 minutes)
- Provide emergency service and repair (within 2 hours) during declared national, state, and local emergencies.
- Provide emergency service and repair during a Bedford County declared emergency.
- Provide a 24/7 emergency service number.
Provide weekly status reports that report on all active Bedford County projects.
- Upon receipt of Purchase Order, provide vendor internal work order number to Bedford County designated project manager.
- At major milestones and job completion, provide notification of job status referencing Bedford County and purchase order number(s).
- Any change in scope from original Purchase Order requires written approval by Bedford County Department of Finance. If appropriate written approval is not provided, Bedford County shall not be responsible for payment of services.
- Provide as-built documentation in an electronic format.
- Work with Bedford County as appropriate to improve workflow and communications. This work may include interaction with third party software.
- Project Test: Must test every drop of copper & fiber from end to end with a passing result based upon Bedford County wiring specifications. The results must be provided to Bedford County as part of the documentation needed for payment of invoices.
- Invoices submitted must contain all required documentation in order for Bedford County Department of Finance to process for payment.

F) Reporting Requirements

The Contractor is to report to Bedford County Project Manager or designee both verbally and in writing the details of the on-going progress of this contract.

G) Bedford County Departmental Responsibilities

Bedford County will furnish contractor with a copy of all published standards prior to the starting of work from the contract. Bedford County will furnish any changes to standards that will occur during the term of this contract.

H) Bedford County's Right to Inspect

Bedford County shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

I) Terms and Conditions of Contract for Goods and Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract for Goods and Services.

J) Inquiries

Direct questions related to this RFP to Joan Gray, Director of Technology, Bedford County Schools, at 931-684-3284 X 2243, fax at 931-685-0698, or via e-mail at grayj@bedfordk12tn.net. Include the RFP number, page, and paragraph number for each question.

Bidders must clearly understand that the only official answer or position of the government will be the one stated in writing.

K) Method of Source Selection

Bedford County is using the Competitive Sealed Proposals method of source selection for this procurement.

Award(s), if made, will be made to the **Responsive** and **Responsible** Bidder(s) whose proposal is most advantageous to Bedford County, taking into consideration price and the other factors set forth in this Request for Proposal (RFP). Bedford County will not use any other factors or criteria in the evaluation of proposals received.

Bedford County may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** Bidder(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1. Minimum (general) criteria Bedford County will use to determine if the proposal is "Responsive"

- Does the proposal submitted conform in all material respects to the solicitation?

2. Minimum (general) criteria Bedford County will use to determine if the proposal is "Responsible"

- Does the Bidder demonstrate an understanding of Bedford County's needs and proposed approach to the project?
- Does the Bidder possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?

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- Does the Bidder have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
 - Has the Bidder performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract Bedford County seeks to establish through this RFP?
 - Does the Bidder propose to perform the work at a fair and reasonable cost?

L) Proposal Evaluation Panel and Evaluation Factors

Proposals will be evaluated by the Finance Department of Bedford County. The factors to be considered in the evaluation of proposals are listed below. While Bedford County believes all these items to be of importance, they are ranked in descending order of importance.

	Criteria	Points
1	Cost	30
2	Experience and Qualifications	20
3	Business Plan/Requirements	25
4	Past Performance/References	15
5	Commitment and successful experience with E-rate	10

M) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. Bedford County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
RFP Issued	February 25, 2010
Proposals due	March 12, 2010
Evaluation of Criteria	Begins ASAP
Execute Contract	March 19, 2010

II. INSTRUCTIONS FOR PROPOSALS

A) Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the proposal, Bidder acknowledges that it has read and understands the insurance requirements for the proposal. Bidder also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Bedford may rescind its acceptance of the Bidder's proposal. See Exhibit B for insurance requirements.

C) Delivery of Proposals

Proposal must be submitted sealed in an appropriate sized package with the Bidder's name, Bid Number on the outside of the box or envelope and note "Request for Proposal enclosed." Bidders must also place their State of TN contractor license information (name of license, license number, and expiration date on the outside of the Package

All proposals are to be delivered before **March 12, 2010, at 2:00 P.M.**, Central local time on to:

**Bedford County Department of Finance
841 Union Street, Suite 102
Shelbyville, Tennessee 37160**

Bedford County will not accept any proposals received after 2:00 PM and shall return such late proposals to the Bidder.

Bidders must **submit one (1) Original**, and **two (2) exact duplicates**, of the proposal response and **one (1) electronic copy** of the complete proposal response including any attachments, on a WINDOWS PC compatible CD.

D) Evaluation of Proposals (Procedure)

Bedford County will first examine proposals to eliminate those, which are clearly nonresponsive to the stated requirements. Therefore, Bidders should exercise particular care in reviewing the Proposal Format required for this RFP.

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein.

Bedford County reserves the right to contact any and all references to obtain, without limitation, information regarding the Bidder's performance on previous projects.

Bedford County reserves the right to withdraw this RFP at any time and for any reason.

Receipt of a proposal by the Bedford County Department of Finance or a submission of a proposal to the Bedford County Department of Finance offers no rights upon the Bidder nor obligates the Bedford County Government in any manner.

Bedford County reserves the right to reject any and all proposals and waive any irregularities for the purpose of making the award it feels is in the best interest of the Bedford County. Any such waiver shall not modify any remaining RFP requirements or excuse the Bidder from full compliance with the RFP specifications and other contract requirements if the Bidder is awarded the Contract.

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process. **(Please Print or Type)**

Company Name: _____
Attention: _____
Address: _____
City/ST/Zip: _____
Phone: _____
Fax: _____
Email: _____

E) Ambiguity, Conflict, or Other Errors in the RFP

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Department of Finance such error in writing and request modification or clarification of the document. The Department of Finance will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Department of Finance.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

F) Proposals and Presentation Costs

Bedford County will not be liable in any way for any costs incurred by any Bidder in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

G) Rejection of Proposals

Bedford County reserves the right to accept or reject in whole or in part any or all proposals submitted. Bedford County shall reject the proposal of any Bidder that is determined to be non-responsive. The unreasonable failure of a Bidder to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

H) Acceptance of Proposals

Bedford County shall accept all proposals that are submitted properly. However, Bedford County reserves the right to request clarifications or corrections to proposals.

I) Requests for Clarification of Proposals

Requests by Bedford County for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

J) Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

K) Response Format

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a bidder to include all listed items may result in the rejection of its proposal.

- **Section I, Management Summary**

Provide a cover letter indicating the underlying philosophy of your firm in providing the service.

- **Section II, Business Plan**

Describe in detail how the services will be provided. Include the following:

- Description of the proposed contract team, and the role to be played by each member.
- Detail the proposed team organizational structure, interrelationships, and interactions.
- Exceptions will be considered, however, no acceptance of proposed exceptions is guaranteed. Exceptions to the Contract are business concerns for Bedford County. Indicate that your company's general counsel has reviewed and accepts the terms and conditions of the attached contract. If your company takes exception to any clause in the contract, please identify what that exception(s) is/are and how your firm suggests phrasing that clause(s). Also indicate any exceptions to any other requirements listed in the RFP.

Depending upon the value of the exception(s) to Bedford County, your Business Plan score may reflect a lowered Business Plan Score.

- **Section III, Compensation and Cost Data**

See Exhibit B for the required cost grid for goods and services offered for this contract. This grid must be completed by Bidder to meet minimum requirement of response to the RFP. It is the intent of Bedford County to receive line item pricing for each of these goods and services to allow for additions, subtractions and future purchases. Bedford County intends to extend its contract to any school system, municipality, or government in the State of Tennessee.

• **Section IV, Corporate Experience and Capacity**

Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength and number of years of experience in providing the required services. Include the following:

- How long has your firm been in business doing work similar the similar the scope of service described in this RFP?
- Provide information regarding your firm's ability to perform the requirements of this RFP.
- How long have those assigned to the team been doing the type of work similar the scope of service described in this RFP? Identify their names, years of experience and any certifications applicable to the scope of service described in this RFP. Provide resumes' of all personnel working assigned to the team.
- Attach a copy of your most recent Financial Statement (audited financials are given more credibility and may be required) or provide comparable financial data. You may attach a paper or electronic copy.
- Provide emergency service and repair – Provide responses to the following questions based on from time of notification to service restored:
 - a. What is your MTTR on a multiport service outage of a 24 strand or less fiber cut?
 - b. What is your MTTR on a multiport service outage of a horizontal copper distribution system of less than 49 drops?
- List three projects you have completed in Middle Tennessee service area in the last two years. The projects should be similar in size and scope. List the following:
 - a. company name,
 - b. contact person at that company,
 - c. their phone number,
 - d. email address,
 - e. brief description of the project, and
 - f. dollar value of the project

• **Section V, Customer Listing**

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- a) Client name and address
- b) Description of services provided
- c) Time period of the project or contract
- d) Client's contact reference name and current telephone number and e-mail address.

Bedford County reserves the right to contact any and all references to obtain, without limitation, information regardless of the Bidder's performance on the listed jobs.

- **Section VI, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

- **Section VII, E-rate Participation**

The List of previous E-rate projects in Tennessee that were successfully funded and completed. Provide customer contact and project scope including what funding year the projects were funded. Provide a description of your internal resources for the E-rate process and what if any are your internal process and time lines are for E-rate projects.

If no E-rate reference projects are available to reference, then provide a statement to that effect in your response.

Exhibit A
Compensation and Cost Data

- A) Provide the cost breakdown for which your firm will provide the work described in this RFP. For the following items it is assumed that there are existing pathways for the cabling and port capacity at the Intermediate Distribution Frame (IDF) for connection. Installation should be based on information in Exhibit A. All other costs associated with the line item are the responsibility of the Bidder.

Table #1

Cost per drop for:

Lead Cable Technician (labor only)	\$
Cable Technician (labor only)	\$
Fire Alarm Service Technician (labor only)	\$
Security Service Technician (labor only)	\$
Audio Video Service Technician (labor only)	\$

- B) Provide the cost breakdown for which your firm will provide the work described in this RFP.

Table #2

Cost for:

System Electrical Grounding (labor and parts) per distribution frame	\$
Fiber-Optic Cable Installation (labor only – does not include termination)	\$
Site Preparation – penetrations (labor only)	\$
Site Preparation – Core Drilling (labor only)	\$
Site finishing- Firestop/trim (labor only)	\$
Cable Pathway Installation (labor only)	\$
Interduct Installation (labor only)	\$
Project Management (labor only)	\$
Licensed Electrician (labor only)	\$
Network & Systems Management (labor only)	\$
Site Survey (labor only)	\$
Site removal of unusable cabling and equipment	\$

C) For tables 3 and 6 enter the cost to Bedford County based on a verifiable vendor cost plus charge to Bedford County for products purchased from the catalog.

Table #3

Enterasys Electronics catalog MSRP less %

Examples are:

Description Part Number

Enterasys core switches

Enterasys edge switches

Enterasys POE switches

Enterasys Secure Stack Models A, B, C, D series

Enterasys Wireless High Speed LAN components for a, b, g, n connections

Enterasys Ethernet Fiber Modules

3Com Electronics catalog MSRP less %

Examples are:

Description Part Number

Switch 4500 PWR 26-port

Switch 4500 PWR 50-port

Switch 4500 24-port NON POE

Switch 4500 48-port NON POE

Switch 5500-EI PWR 28 Port

Switch 5500-EI PWR 52 port

Components of Enterprise Telephony System Various

Amer.com Electronics catalog MSRP less %

Examples are:

Description Part Number

Amer Switches- Managed

Amer Switches- non-managed

Table #4

Provide at least six (6) catalogs for the purchase of: Cable, Pathways & Cable Support, Cable Testing

Examples of some catalogs are: 3Com, Eaton, Chatsworth, Siemon, Panduit & Commscope. Must

have 20 year minimum Manufacturer warranty period for the cabling systems

Catalog #1 _____ MSRP less %

Catalog #2 _____ MSRP less %

Catalog #3 _____ MSRP less %

Catalog #4 _____ MSRP less %

Catalog #5 _____ MSRP less %

Catalog #6 _____ MSRP less %

Table #5

Provide at least four (4) catalogs for the purchase of Audio Visual Equipment; Examples are Epson,

Sharp & Samsung

Catalog #1 _____ MSRP less %

Catalog #2 _____ MSRP less %

Catalog #3 _____ MSRP less %

Catalog #4 _____ MSRP less %

Table #6

Provide at least three (3) catalogs for the purchase of Audio Visual Support Equipment Examples are

Bretford, B & H Audio Visual

Catalog #1 _____ MSRP less %

Catalog #2 _____ MSRP less %

Catalog #3 _____ MSRP less %

Exhibit B

Insurance Requirements

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

- a. *Commercial General and Umbrella Liability Insurance.* Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than **\$1,000,000** each occurrence. **Coverage shall include child molestation coverage with the same limits (\$1,000,000).** If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement.

Such insurance shall:

1. Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 2. Include Bedford County Government as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Bedford County. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- b. Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a limit of not less than **\$1,000,000** each accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Bedford County, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.
- c. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than **\$500,000**. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

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- d. **Other insurance: Commercial Crime Coverage including Employee Dishonest, Theft, Disappearance & Destruction and Robbery of Money & Securities and Property of Others.** The limits should be not less than **\$400,000** per occurrence.

Other Insurance Requirements.

Contractor shall:

- a. Prior to commencement of services, furnish Bedford County with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to Bedford County Department of Finance except ten (10) days in the event of non-payment of premium.
- b. Provide certified copies of endorsements and policies if requested by Bedford County in lieu of or in addition to certificates of insurance.
- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Bedford County as a material breach of contract.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Bedford County.
- f. Require all subcontractors to maintain during the term of the Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to Bedford County prior to the commencement of subcontractors' work. The General Contractor's commercial general liability insurance should not include CG 2294 or CGT 2295.
- g. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Metro prior to the commencement of services.
- h. If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies
- i. The insurer shall agree to waive all rights of subrogation against Bedford County, its officers, officials, and employees for losses arising from work performed by Contractor for Bedford County.