



**School Board of the City of Richmond  
Department of Procurement and Property Management  
2395 Hermitage Road, Votex Building  
Richmond, Virginia 23220**

## OPEN LETTER OF INVITATION

Dear Prospective Offeror:

The School Board of the City of Richmond (School Board) acting through its duly authorized agent, Richmond Public Schools (RPS) seeks proposals from qualified firms to partner with the District team to develop a district-wide network service for RPS. Our ideal vendor will provide complete wide area network (WAN) services in compliance with the Universal Services Program (E-Rate).

Digital learning is of vital importance to the RPS student experience. The District is seeking vendor proposals that are creative in approach and that will deliver a network that is highly available, scalable, and an exceptional quality solution to the District's stakeholders. The District desires a resilient network design that avoids a single point of failure. The District's current goal is to work towards the goal of the Federal Communications Commission (FCC) and State Educational Technology Directors Association (SETDA) to have at least 10 Gbps or 10,000 Mbps of WAN connectivity per 1,000 students. Further, the District desires to future proof its network to ensure that the network can easily scale up 100 Gbps.

The District is seeking a single provider to design, engineer, install, train, maintain, and provide ongoing support for the District WAN. The District is willing to consider various solutions that can meet the requirements in the scope of work and those options must be clearly enumerated within the vendor's response. Networks designed with high availability and reliability will be considered more favorably. Generally, the scope of work consists of, but is not limited to, the turnkey installation, operation, and maintenance by a single supplier of WAN services to all its locations for the purpose of enabling students, teachers, and administrators to access RPS network resources and the Internet.

Through this Request for Proposals (RFP), the School Board intends to contract with one highly qualified firm that fully understands the statement of work, is experienced in E-Rate administration, and can provide all elements of the deliverable matrix within the specified period.

We are eager to hear from you and appreciate your participation in this proposal process.

Sincerely,

Richmond Public Schools

COVER SHEET

**REQUEST FOR PROPOSALS  
# 21-6997-11  
DISTRICT WIDE INTERNET ACCESS**

Issue Date: December 17, 2021

Commodity Code: 28029 91551 92037

Purchasing Agency: Richmond Public Schools  
Procurement & Property Management  
Vatex Building  
2395 Hermitage Road  
Richmond, VA 23220

Contract Officer: Theresa L. Harris  
[tharris9@rvaschools.net](mailto:tharris9@rvaschools.net)  
804.317.6656

Location where work will be performed: Richmond, Virginia

Initial Period of Contract: From initial award through either 36, 60, or 84 months as determined through the pricing structure and what is agreed upon during contract negotiation and award.

The School Board of the City of Richmond, acting through its duly authorized agent, Richmond Public Schools Department of Procurement and Property Management (Department) will receive **ELECTRONIC PROPOSALS UNTIL 6:00 p.m. (local prevailing time) on February 9, 2022** for furnishing the services described herein. Submission instructions are outlined in Attachment A.

Proposals will only be received via the electronic Bonfire portal (<https://rps.bonfirehub.com/portal/?tab=login>). No other submission will be accepted. Proposals cannot be received later than the above date and time, as the system is electronic and will not allow access.

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 9:00 a.m. on December 28, 2021 at Ginter Park Elementary School. Registration required. See Section VI for additional information.

(See Paragraph IV.4.d.) OFFER INCLUDES PROPRIETARY INFORMATION: YES ( ) NO ( )

**IMPORTANT: CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS BEFORE MAKING YOUR OFFER. FAILURE TO DO SO WILL BE AT THE OFFEROR'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.**

The Offeror acknowledges receipt of Addenda as follows:

Number	Date
_____	_____
_____	_____
_____	_____

The School Board of the City of Richmond does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.24343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.  
Cover Sheet (Cont'd)

THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM. IF THE INDIVIDUAL SIGNING IS NOT AN OWNER/OFFICER OF THE FIRM, PROVIDE SPECIFIC AUTHORIZATION.

Further, the undersigned firm hereby warrants and certifies that to the best of their knowledge and belief:

- (1) All information provided below and in any schedule attached hereto is true, accurate, and complete;
- (2) The individual signing on Offeror's behalf is authorized to bind the Offeror in any and all contractual matters relating to this Request for Proposals;
- (3) The Offeror, the individual signing on behalf of the Offeror, or any officer of the firm does not have any business, financial, or personal relationships with any other persons, including School Board members, RPS employees, officers, or executives; or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act or of any School Board terms and conditions;
- (4) The Offeror has not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and has not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from the award or making of this contract.
- (5) The Offeror certifies that its equipment and services are compliant with the FCC's Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other "covered company" deemed a national security threat.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned firm hereby agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. If the Offeror knowingly makes a material misrepresentation in submitting information to the School Board, such misrepresentation will be sufficient grounds for rescinding an award to the Offeror.

**OFFEROR INFORMATION:**

Sign in ink and type or print requested information.

\_\_\_\_\_  
(Official Signature in Ink)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm (Offeror)

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
Offeror Business Address

\_\_\_\_\_  
Print Telephone Number

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
If applicable:  
Virginia Contractor License and Classification: \_\_\_\_\_

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## I. PURPOSE

1. Purpose: The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified offerors to establish a contract through competitive negotiation to furnish and provide Wide Area Network (WAN) Services. The services will be provided for the School Board of the City of Richmond, a public body within the Commonwealth of Virginia. All procurement transactions will be conducted in a manner that provides maximum open and free competition consistent with policies and processes that comply with Title 2 CFR §200.319(a) and the *Code of Virginia* Title 2.2, Chapter 43, Virginia Public Procurement Act (VPPA).
2. This is an E-rate solicitation and the associated Form 470 is 22006289. All artifacts relating to this RFP will be associated with this Form 470 and available in the E-rate Productivity Center (see <https://forms.universalservice.org/portal/login>).
3. Intent: This RFP contains the instructions governing how the proposal is to be submitted, the format in which proposals are to be submitted, and the material to be submitted therein, along with evaluation criteria and contractual terms and conditions. This RFP document is intended to detail the District's environment, the requirements for digital WAN services, and expected service levels of the network. Offerors must provide a technical approach which will accomplish these tasks.

## II. BACKGROUND

1. The School Board is the official governing body the District, and derives its authority from the Code of Virginia. RPS is an urban, Pre-K–12 Public School system with approximately 21,775 students. RPS is comprised of a total of 61 locations thought the City of Richmond.
2. Definitions
  - a. "Agreement" shall mean Contract, Purchase Order, Memorandum of Understanding, and similar governing documents.
  - b. "Availability" or "Available" shall mean the degree to which a system, subsystem, or equipment is operable and in a committable state at the start of a mission, when the mission is called for at a random time. It is a probabilistic measure of the length of time a system or network is functioning.
  - c. "Contractor" shall mean the individual or firm who is a party to the resulting contract with the School Board.
  - d. End-to-End Network Availability shall mean the total number of minutes in a billing month during which a site SDP is available to exchange data with the District Datacenter at the level of service purchased by RPS (i.e., bandwidth or committed information rate), divided by the total number of minutes in a billing month. An outage may not represent 100 percent loss of connectivity between the SDP and the District Data Center, or may also be a degradation in service where the ability to transmit information falls below the purchased rate, regardless of cause.
  - e. "Offeror", "Vendor", and "Proposer" shall mean the entity submitting a proposal in response to this RFP to which an award may be made.
  - f. "Purchasing Authority" shall mean Richmond Public Schools, the School Board, and authorized personnel.
  - g. "Richmond Public Schools (RPS)," or "District" shall mean the school administration, offices, and employees.
  - h. "Service Provider" or "Contractor" shall mean the individual or firm who is a party to the resulting contract with the School Board.
  - i. "Time to Restore Service" shall mean the time required for restoring service from a partial or total disruption to the committed service level.
  - j. "Work" shall mean all the necessary requirements stated in the Statement of Needs and as may be required under the terms of any resulting contract.
3. History
  - a. RPS currently has 1Gbps lines to most of its school and administrative building locations. There are five (5) sub-hubs (aggregation sites), each with multiple locations connecting to them. Two of the sub-hubs

have 20 Gbps connections while all others have 10 Gbps connections. Please see the network drawings in Table 2, Appendix B for current network topology.

- b. In order to support the Virginia statewide technology plan, Richmond Public Schools intends to develop a high-capacity reliable network linking all of its schools and district office sites through a digital Wide Area Network (WAN) communications service. Ideally, the high-speed digital communications service will be demonstrably capable of:

- ✓ Accommodating possible link speeds of 1 gigabit per second (Gbps) to 40 Gbps in various increments, detailed in the pricing sheet, between any District site to any District sub-hub.
- ✓ Accommodating possible link speeds of 10 Gbps to 100 Gbps in various increments, detailed in the pricing sheet, between any sub-hub to the Primary Data Center and from the Primary Data Center to the Disaster Recovery RPS Data Centers.
- ✓ Rendering no more than a single location inaccessible in the event of any sub-hub outage or disruption.
- ✓ Supporting latency and throughput requirements of current and anticipated applications of our WAN.
- ✓ Expanding to new sites within well-defined cost and lead time parameters.
- ✓ Upgrading or downgrading link speed within well-defined cost and lead time parameters.
- ✓ Ensuring seamless operation with the District's existing infrastructure. (The District utilizes Cisco switching at most locations and HP switching at three locations.)
- ✓ Interoperating with existing and planned District WAN monitoring and management facilities.
- ✓ Providing a new or modified network topology design if required to meet the Districts defined or vendor-recommended goals for optimal performance.
- ✓ Providing ready access to online reporting tools that will permit access to monitor bandwidth utilization, latency, transmit/receive line speeds, and review/collect historic trending information.
- ✓ Supporting District availability and service requirements.
- ✓ Minimizing administrative and billing complexity and overhead as well as long-term total cost.

- c. The following list of current and anticipated applications is provided as a sample of those that rely on WAN broadband and reliable network capacity. This is not an exhaustive list and it changes often as technology and applications evolve.

- Internet Access
- IP Telephony
- Video Conferencing
- Video Streaming
- Video on Demand
- Video Surveillance
- Remote Controlling Workstations
- Distance Learning
- Email
- File Sharing
- Print Services
- Network Monitoring
- Energy Management
- Broadcast Video
- Workstation Imaging
- Workstation Inventory
- Centralized Data Storage
- Central Server Application Delivery
- Student Administration
- Software Distribution
- Active Directory Replication
- Data Backup Services
- Physical Building Security
- Building Management
- Administrative Applications

4. Authority: The Department has the sole authority for purchasing supplies, materials, equipment, construction, technology, and professional and non-professional services for the District. The Department's responsibility includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts or agreements, and placing purchase orders. In discharging these responsibilities, the Department may be assisted by contract officers or other authorized agents. Unless specifically delegated by the Director of the Department of Procurement and Property Management (Director), no other School Board member, officer, executive, administrator, or RPS employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the School Board or RPS for an indebtedness. Any purchase order or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the School Board or RPS.

5. E-Rate

a. The District anticipates that some or all of the Services provided by the Service Provider may be eligible for certain "E-rate" discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission ("FCC") in connection with the Universal Service Order. The District intends to apply to the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") for discounts on the eligible services in this contract on an annual basis. If the District does not receive a Funding Commitment Decision Letter from the SLD for this or the next program year, or if the SLD has ruled that the District has not fully complied with all requirements of the program, the District, at its sole option, may cancel this agreement for the program year.

All work and contracts issued under this RFP are based on the successful receipt of funding from the SLD for the E-rate program and final approval from the Superintendent of RPS and the School Board. The District reserves the right to void the contract at any time, without regard to the availability of funding from any source.

b. The Service Provider shall invoice the District for the amounts due under this Agreement for the Services, less the E-rate discount for any Services which the SLD has deemed eligible for such discount. All other non E-rate eligible services shall be invoiced to the District at the full prices. Billing and payment terms for discounted and non-discounted amounts due shall be as set forth in the contract and as this information is made available to RPS and the Service Provider by the SLD. The Service Provider shall invoice the SLD via FCC Form 474 directly for the E-rate share of the costs.

c. Service Provider invoices shall separate ineligible E-Rate services and equipment from eligible E-rate services and equipment. Start and completion dates for each eligible E-rate service shall be included on each invoice.

d. Lowest Corresponding Price

- 1) The Service Provider shall agree that, if during the term of the contract, the Service Provider provides equivalent service to other clients in the state of Virginia at rates lower than those paid by the RPS, these lower rates shall be automatically applied to the Contract with the District.
- 2) As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all prices in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for more information on the requirements relating to LCP.

e. By submitting a proposal on the requested services herein, the vendor certifies that its equipment and services are compliant with the FCC's Supply Chain First Report, Order and Supply Chain Second Report, and Order prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. FCC rules surrounding these Reports and Orders can be found in 47 CFR Section 54.9 and 54.10. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.

6. Desired Outcome: The School Board intends to award a single contract to the Offeror who is determined to most closely satisfy the needs of RPS based on criteria specified herein.
7. Timeline: The expected completion timeline for this solicitation is as follows:

Issuance:	December 17, 2021
Pre-Proposal and Site Visit:	December 28, 2021
Deadline for questions:	January 10, 2022
Issue Q&A Addendum:	January 11, 2022
Due Date:	February 9, 2022
Review and Evaluation:	TBD*
Final Contract Award:	TBD*

This is only an estimate, and the process may take more or less time as needed to determine the Offeror making the best proposal for RPS.

\*Please note the District intends to seek E-rate funding for this project and expects to file a timely Form 471 prior to Form 471 filing deadline.

### III. STATEMENT OF NEEDS

1. RPS requires the services of a qualified firm to provide a WAN that will allow district schools an buildings to connect to RPS Data Center located in the western region of the City of Richmond as described in this Request for Proposal. Services should be available to all district sites.

Firms must have a demonstrated experience with similarly sized public or private school system providing Wide Area Network (WAN) services and experience with Universal Services Program – E-rate administration. All proposals must clearly enumerate various solutions that will meet the requirements of the scope of work.

2. Approaches
  - A. This RFP describes the District’s needs and requirements that it expects the Service Provider to address. This RFP does not dictate a specific technology for the service provider. As a result, Offerors have great latitude in their technical approach for meeting the District’s requirements and service levels. The District will consider any technology or topology, as well as combinations of those technologies that can meet the bandwidth and service level requirements in this RFP. The Offer must demonstrate to the District that its approach will meet the District’s requirements.
  - B. The District is open to different designs to connect locations to the Data Center that provide a robust, scalable, and resilient solution. Vendors must provide a logical network diagram with their response.
  - C. The Offeror is expected to specify tiers of support and definitions of escalation paths in the response.
  - D. The District and selected Offerors will negotiate a mutually agreeable deployment schedule that can be modified based on business needs. Table 1 shows the anticipated number of each type of location that will be operational at the end of the Deployment Phase. If there are discrepancies between the locations listed in Table 1 and Appendix A, the locations listed in Appendix A will supersede.

Table 1



School Type	Locations
High Schools	8
Middle Schools	7
Elementary	30
Other Sites	16
Total Sites Pilot and Deployment	61

E. Deployment

- 1) RPS may move schools or administrative locations within the same footprint during the period of the Contract. Offerors must make available in the proposal sufficient pricing information and parameters such that RPS may calculate the cost of providing network services to future sites (e.g., a new George Wythe High School).
- 2) RPS has existing month-to-month service contracts that must be considered in detailed transition planning. Some site transition schedules may need to be adjusted to avoid potential termination liability on existing services. RPS does not intend to cancel existing service contracts prior to their normal expiration. In addition, RPS recognizes that construction may be required as a part of quality delivery. Proposals must provide all details of any proposed construction in the submitted project plan.

F. Service Delivery Points – Interface to Sites

1. In this RFP the District uses the term service delivery point (SDP) to define the point at which a service is delivered physically or logically by a supplier to an RPS site. An SDP is an interface between the Service Provider’s facilities and the District’s facilities. It is also one of the parameters the District will measure to determine compliance with the contract. It is the point the Service Provider will use to identify the charges for the service rendered.
2. Each SDP is the combined physical, electrical, and service interface between the Service Provider’s network and the Site WAN Equipment or Data Center WAN Equipment. The District will authorize the use of a mutually agreed upon amount of floor space and power at District locations for the installation of the Service Provider’s equipment without charge to the Service Provider. The Service Provider must submit written requests for RPS facilities and receive approval for installation of equipment at each location that clearly indicates the requirements of RPS. Failure to obtain prior written approval may result in RPS assessing fees or other usage charges to the Service Provider.
3. The Service Provider must supply all hardware and software necessary to light the High Speed Digital Wide Area Network services and link RPS Site to the Data Center or a sub-hub location.
4. The Service Provider is advised that limited on-premise space is available for Service Provider owned and operated equipment (Network Interface Device). If there is available space on existing wiring frames for such Service Provider-owned on-premises equipment, the Offeror may propose its use as part of the written request for RPS facilities use. All power requirements must be clearly indicated and communicated in writing to RPS 30 days prior to installation.
5. If the Offeror is proposing a solution that aggregates bandwidth and network traffic from remote sites for delivery to RPS Data Center via any SDP supporting more than one (1) remote SDP, the

District desires a solution where the Data Center must connect to the Service Provider, provided High Speed Digital WAN with a minimum of two SDP's for the District Data Center site. It is desirable for each of these potential one-to-many shared SDPs proposed for RPS Data Center's SDP's shall be provided via physically separate routes within RPS Data Center facility and must connect to the Service Provider network backbone and equipment via physically separate routes. The successful Offeror should design, install, and provide the Data Center WAN SDP connections to allow for dynamic detection and fail-over services ( i.e., the failure or maintenance operation of an individual Data Center WAN SDP will not impact the continuous communications capability of the remote sites to RPS Data Center WAN Equipment). In any event, the Service Provider must meet the Service Level Agreements outlined in this document.

- G. If the Offeror is proposing a solution that aggregates bandwidth from remote sites to RPS Data Center for cost comparison purposes, RPS requires 50% of the total remote capacity bandwidth to be installed and provided in RPS Data Center with an adequate and flexible QoS implementation to account for this over-subscription. Vendors are encouraged to propose various oversubscription models that help achieve the goals of a cost-effective solution that avoids network bottlenecks. When appropriate, the District will consider these alternative solutions when completing the cost comparison.
- H. In any design or proposal, remote and central site bandwidth will be determined during contract negotiations based on the demand requirements and pricing. Proposals shall include "not to exceed" pricing commitments, both one-time and recurring, for bandwidth upgrades during the period of the contract.
- I. It is expected that all redesigns of the network would consider existing staff/student populations for the District.
- J. All network traffic that exits a Site WAN Equipment SDP must pass directly to RPS Data Center where RPS will apply appropriate Internet content filters and security arrangements between the Data Center LAN and the Internet, and between other District sites. RPS Data Center will provide:
  - Essential services to all Site:, therefore, the WAN is expected to provide continuous connectivity to RPS Data Center simultaneously for all Sites. Internet service is not part of this RFP.

### 3. Scope of Work

- a. The Service Provider shall provide WAN services to generally include:
  - A resilient network design that avoids single points of failure and ideally offers physical path diversity.
  - The current network design, as detailed in Table 2 – Diagram, includes five (5) sub-hub sites where network traffic is aggregated.
  - The ability to increase or decrease service between the District facilities and sub-hub sites at speeds between 1 Gbps and 40 Gbps.
  - The ability to increase or decrease service between the sub-hub sites and the Data Center at speeds between 10 Gbps and 100 Gbps.
  - An assured level of service with continuous monitoring and ready reporting of link status, latency, errors, and packet loss.
  - Response to disruptions and outages with ready access to necessary technical staff and materials according to a Service Level Agreement. It is expected the District will spend minimal time in Tier 1 support.
- b. Service Provider shall provide the following tasks, services, support, and related items and all other incidentals necessary for a complete, usable, compliant Wide Area Network. Items may be further clarified elsewhere in this Statement of Needs.
  - 1) Provide a network that is standards-based. Network shall support TCP/IP-based services including IP telephony, videoconferencing, voice over internet protocol (VOIP), and other commercial off-the-shelf enterprise applications.

- 2) Minimum guaranteed data rates (committed information rates) to each of the SDPs and to the Data Center.
- 3) Provide and/or ensure all services, implementation, technical support, documentation, training, and other necessary requirements for a complete and useable network. Service Provider shall be responsible for all subcontractors, consultants, vendors, and related subordinates.
- 4) Site Preparation
  - i. The Service Provider is responsible for the installation of the service entrance and Service Delivery Point into each of the RPS sites. The Service Provider will be responsible for any construction and installation costs. In addition, the Service Provider shall provide the SDP to a location designated by RPS regardless of the location of the “demark” in the facility. In most cases RPS will desire the SDP to be located where the Site WAN Equipment is installed, typically the Main Distribution Frame (MDF) or Equipment Room of the facility. The Service Provider is responsible for incurring the cost of all construction, cabling, and labor to install or otherwise extend the SDP to the location specified by RPS.
  - ii. No representation is made by the District in regard to facility conditions. It is the responsibility of the Service Provider to familiarize itself with the conditions of locations listed in Appendix A. Any site’s physical information set forth in Appendix A is approximate, based on site observation and is for information only.
  - iii. The Service Provider shall be responsible for the provision, installation and configuration of any terminating electronics (network interface device) required. RPS will provide an Ethernet port for the WAN connection at each site. The Service Provider must provide the patch cord to connect their service to RPS-owned Site WAN Equipment provided by the Service Provider. RPS will provide AC power (110v) for the network interface device.
  - iv. It is the responsibility of the Service Provider to seek and receive approval from the appropriate owner. Any conduit or other pathways or spaces installed into RPS facilities that may be used to service the facility, (i.e., demark to telephone pole on the street, etc.) Any charges that may be incurred for researching pathways and spaces and any lease or rental or other charges from third parties for these facilities shall be the responsibility of the Service Provider.
- 5) The proposal must contemplate the possibility of an upgrade or downgrade of service to any named sub-hub with speeds between 10 Gbps and 100 Gbps, and/or be able to upgrade or downgrade services from any one location (non-sub-hub) from 1 Gbps to 40 Gbps in 1 Gbps increments. Any increase of charges for the SDP resulting from increases in committed information rate (CIR) should be specified in the response and occur as of the effective date of the increase. Any decrease of charges for the SDP resulting from decreases in the CIR should be specified in the response and occur as of the requested date. Changes to the CIR shall take effect at a date agreed to by RPS and the Service Provider. Any resulting increased or decreased charges will be prorated and appear on the next service billing invoice.
- 6) The provider will only use skilled, trained staff appropriate for the tasks assigned. If required, employees shall hold all necessary licenses, training, and/or certifications.
- 7) The Service Provider shall be responsible for the cost of compliance with the applicable codes and regulations. In addition, the Service Provider shall be responsible for any legal liability the District incurs arising out of noncompliance with these codes and regulations and also shall be responsible for all legal fees and court costs reasonably incurred in defending charges of noncompliance.
- 8) All hardware supplied shall meet all applicable FCC certifications. Improper, falsely claimed, or expired FCC Certifications are grounds for Termination.

- 9) Initial and ongoing support and services must be provided in accordance with Section IV, Service Level Agreements.
- 10) Service Provider shall provide a minimum of five (5) days onsite training. RPS may request future additional training days as may be required to support the overall network operation.
- 11) All costs for building attachments, construction, conduit installations, or other means of delivering services to the SDP are the responsibility of the Service Provider. If the Service Provider needs exterior right-of-way, it must negotiate and obtain right-of-way from the appropriate right-of-way owners. The Service Provider is responsible for all costs, permits, and negotiations to secure right-of-way, if required.
- 12) Service Provider must install the service at a location, defined in this document as the Service Delivery Point, specified by RPS for the convenience of RPS. The SDP will generally be the MDF of the facility, but Service Provider will confirm the exact location with a staff member of technology services. The Service Provider must have written authorization from RPS as to exact placement of the SDP in all facilities serviced by this RFP. All costs, including planning, project management, internal building wiring and labor to provide the SDP at the location selected by RPS are the responsibility of the Service Provider. WAN Cable within buildings shall be installed in an inner duct secured to the building structure to prevent damage. Service Provider shall install an inner duct according to District, BICSI, and industry standards for the installation including coordination for penetration of structural elements and provision of fire-stop sealant. Proposers should be aware that all locations require plenum-rated cable and inter duct unless in conduit. Where discrepancies or uncertainty exist, the Service Provider must seek and receive written approval from RPS prior to installation.
- 13) The Service Provider must provide all customer premises equipment required to provide a finished service to all locations at the requested speeds.

c. Single Point of Contact

- 1) RPS requires that a single point of contact (Account Executive) be provided by the Service Provider. This person's responsibility will be to primarily represent RPS interests within the Service Provider organization. This single point of contact will be provided in addition to the Service Provider's normal support and communications channels. The Service Provider must designate a single point of contact with the authority to represent RPS on all vital issues; both technical and administrative (i.e., billing). The Service Provider must agree to assign an Account Executive acceptable to RPS that will function as the single point of contact for all issues and represent RPS to the various departments that may exist within the Service Provider's company.
- 2) The Account Executive must have sufficient authorization within the Service Provider's organization to escalate issues for RPS throughout the Service Provider organization. This escalation includes the scheduling and project management for meetings, and communications requiring special handling as determined by RPS and between RPS and the Service Provider organization. RPS reserves the right, with sole discretion, to refuse any Account Executive of the Service Provider at any time to serve as the single point of contact. In this event, the Service Provider shall furnish another Account Executive that is acceptable to RPS. For the life of the contract, RPS and the Service Provider will maintain a current contact list and escalation procedures.
- 3) In addition to the Account Executive, RPS requires the company Vice President (or equivalent officer to which the Account Executive department head or department director reports) to be included in the escalation and contact list for RPS.

d. Security

- 1) Confidentiality
  - i. All information transmitted over the WAN being provided is private and protected and shall be kept confidential and shall not be made available to any individual or organization by the

Service Provider. This also includes packet envelope data, such as source and destination and, the quantity or type of transmission. This includes any network demographic and SNMP information on how the network provided is utilized by RPS, including bandwidth utilization statistics, etc.

- ii. The Service Provider shall protect the District information during transmission from disclosure to unauthorized persons. The Service Provider shall provide confidentiality protection for sensitive information maintained in the network such as network, performance statistics and network vulnerabilities.
- iii. For some services, the District may use cryptographic techniques for encryption of user information. The Service Provider's District WAN infrastructure shall be required to support the transmission of all encrypted information in a transparent manner.

## 2) Data Integrity

The Service Provider shall protect the District information during transmission through the service from unauthorized modification, interception, and reception. Failure to provide Data Integrity will result in RPS taking any actions allowed under local, state, and federal laws. In addition, the failure to provide data integrity will be cause for RPS to cancel the contract and seek damages.

## 3) Prevention of Denial of Service

- i. The Service Provider shall proactively protect against malicious threats that deny service and thus reduce availability of the contracted service by providing mechanisms to protect the switching and network management systems from unauthorized denial-of-service attacks, from insider attacks, unauthorized or unexpected user actions, unauthorized intrusions, and other threats.
- ii. The District will have the right to make random spot checks from RPS and from the Service Provider networks to assess the robustness of their offered availability. Denial of Service as a result of the action or omission of a third party does not relieve the Service Provider of its obligations under the Service Level Agreement (SLA). The Vendor will specify its method of protection in the RFP response.

## 4) Identification and Authentication

The Service Provider shall provide mechanisms to identify and authenticate Service Provider personnel and District personnel who are authorized to access network management information.

## 5) Access Control

- i. The Service Provider shall provide access controls to protect the network management systems and switching systems from attacks via publicly accessible ports on "end" devices such as routers and packet switches.
- ii. The Service Provider shall provide access controls to ensure that only authorized Service Provider personnel and District personnel have access to network management information, provided devices and alarm mechanisms that log all security-related events. The Service Provider must report critical events to the District immediately. The Service Provider shall maintain these audit trails for three (3) to five (5) years; however, the District may request that audit trails be maintained longer or turned over to the District, at no additional cost to the District.
- iii. Procedures and tools that detect suspected abuse or intrusions to the network and set off for those events that require immediate attention shall be provided for use by District as well as for use by Service Provider staff. The Service Provider will provide information for a financial audit if requested by RPS.

6) Physical Security

- i. The Service Provider must adequately secure its premises, equipment, and communications channels using industry best practices for information security.
- ii. In the event of a security incident, the service provider must notify RPS immediately upon discovery (not to exceed 30 minutes) via an approved automated notification procedure.
- iii. The Service Provider shall protect its facilities and equipment from access and entry by unauthorized persons.

7) Ongoing Security Improvements

- i. The Service Provider shall work with the District on an ongoing basis to certify and enhance the strength of security. A security plan shall describe planned enhancements to security of the network and shall be updated at least annually after contract award.
- ii. The Service Provider will coordinate with the District to assess the severity of new or perceived threats and to take and coordinate countermeasures to assure the specified network availability in accordance with the security plan.

e. Conformance to Standards

- 1) Throughout this document, references are made to standards as they existed at the time this RFP was issued. It is expected that the Service Provider will maintain and upgrade software and hardware to provide a service that is in compliance with the latest versions of networking standards and software/hardware provided by the equipment manufacturer under this contract. These upgrades are expected and required throughout the duration of the contract.
- 2) Because standards in the telecommunications industry are evolving, discussions shall be held between the Service Provider and the District on an ongoing basis to assess the impact that any new standard has on the services provided by the Service Provider in delivery of the District WAN.
- 3) Should RPS elect to implement any new feature provided by standard software or hardware upgrades, a mutually agreed upon schedule shall be established for the implementation, which shall be made at no cost to the District. Where there is a conflict, North American standards shall supersede International Standards for services to be provided.
- 4) RPS prefers consistency of equipment installed for all sites serviced by the network.
- 5) The District WAN proposed and implemented must support transparent transmissions of TCP/IP packets between the Site SDP and each Data Center SDP. In addition, the following standards must be supported:
  - IP multicast (the simultaneous transmission of data to a designated subset of users)
  - Resource Reservation Protocol (RSVP), including these classes of service:
    - Guaranteed-QoS (specifies a maximum delay across the network providing a high level of protection against data loss)
    - Controlled-load service (specifies loose minimum bounds on delay, and maintains average approximate packet flow of data so even on busy networks, performance approximates that of an unloaded network)
  - DiffServ
  - IEEE 802.1q and 802.1p frames
  - Protocols for supporting multi-homed Internet provider connections
  - Performance monitoring

- 6) The District reserves the right to independently monitor network availability on an ongoing basis to ensure contracted availability commitments are met.
- 7) The Service Provider is required to provide a read-only SNMP community and access to performance variables for RPS monitoring equipment to collect information from vendor SDPs and network interface device.

f. Ongoing Monthly Charges (per site)

All charges for the WAN service must be provided on a per site basis and billed monthly. No charges for the delivery of the WAN service will be made to RPS prior to a date agreed upon by the Service Provider and RPS.

- 1) Recurring costs for WAN service should be based on the underlying bandwidth provided but should be independent of SDP location/address. For example, two sites with a minimum bandwidth of 2Gbps will be charged the same amount per month no matter where in RPS they are located.
- 2) Cost variances based on location/address are allowable for special construction and non-recurring charges.
- 3) The committed information rate provided by the Service Provider must meet or exceed the specified minimum requirements for each building as specified in Appendix A.
- 4) The Service Provider will provide billing statements to RPS that clearly indicate the location of the installed circuit SDP. Ideally, the billing system will allow for RPS to provide a unique text field identifier that can be associated with all charges for a single identified circuit/SDP. At RPS's request, concurrent with paper billing statements and at no additional charge to the District, the Service Provider shall provide complete, detailed billing information in electronic form.
- 5) The Service Provider must provide a sample bill that will indicate how each circuit installed at a site will be identified and how the charges will be presented.

g. Type of Service Provider

- 1) The permissible uses of data lines obtained from telecommunications providers and those obtained as part of Internet access are treated differently under the E-Rate rules administered by the Schools and Libraries Division of the Universal Service Administrative Company. The Service Provider must be an eligible telecommunications provider since all of the cost of the digital WAN service will be eligible and is expected to be funded under E-Rate.
- 2) The Service Provider shall indicate whether your company is a telecommunications provider (common carrier) under the Telecommunications Act of 1996. Cost Commitment, along with the provider's E-Rate SPIN number must be included in the response. If the Service Provider is a minority owned business please indicate in the response as well.

h. Technical Support

- 1) Provide consultation service available 24 hours/day, 365/366 (leap year) days/year through email and a toll free or local access phone line. This service will provide same-day response to questions about support.
- 2) Maintain a 24/7 Network Operations Center (NOC) of its own. The NOC will have a toll- free telephone answered by a live person that is qualified to diagnose, resolve, or dispatch talent for fastest problem resolution.
- 3) Specify their support model as it pertains to the quality of support staff, examples of events, and expected responses to problem resolution. The District wishes to significantly reduce or eliminate its

communications with support staff not qualified to speedily address issues, and route requests towards problem resolution.

- 4) There will be no additional charges for technical support, troubleshooting, or problem resolution.
  - 5) A minimum of a five-day onsite training program must be offered.
- i. Documentation and Record Keeping.
    - 1) Network Design Documentation. Upon completion of each of the implementation phases, the Service Provider shall provide “as-built” documentation in printed and AutoCAD and Visio electronic formats for each connected site, which details and describes the entry facility and termination, including a graphical representation of each SDP connectivity to the Service Provider Network.
    - 2) All reports contemplated in this RFP, if requested, shall be provided to RPS within five (5) business days following the close of action.
4. Service Provider Qualifications
- a. The Service Provider must have a minimum of five (5) years of telecommunications experience in a K12 environment.
  - b. The Service Provider must be authorized to, and have the capability to sell, install, and maintain proposed goods and services
  - c. The Service Provider shall:
    - 1) Be an eligible telecommunications provider, have a valid SPIN number, and be willing to file a FCC Form 473 annually with the FCC Schools and Libraries Division (SLD).
    - 2) Maintain a 24/7 Network Operations Center (NOC) of its own. The service provider’s NOC will have a toll-free telephone answered by a live person.
    - 3) Have current Business Continuity and Disaster Recovery Plans in effect and be prepared to provide diagrams of them. When providing multiple WAN connections that terminate at any one location, there must not be any common point of failure within the connection to a school location or administrative location.
5. Standards of Performance
- a. The Service Provider shall not change key personnel without the express permission of RPS. Substitute personnel shall have equal or greater qualifications and experience as those in the original position. RPS will not unreasonably withhold approval of new personnel.
  - b. In the event that the Service Provider’s Project Manager, or any other individual responsible for RPS’s account, is no longer employed by the Service Provider, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the Contract Administrator, the Service Provider shall propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the goods/services to RPS.
  - c. The Service Provider shall ensure adherence to all applicable federal, state and local law, ordinance, rules and regulations. Service Provider shall notify RPS when it becomes aware of any change in guiding regulations.
  - d. The Service Provider shall supervise and direct the work under this contract and all subcontractors in accordance with the requirements contained herein. The Service Provider is fully responsible for acts and omissions of its subcontractors and of persons employed by any subcontractor in the same manner as its own employees.
6. Government Provided Goods/Services



- a. If RPS provides services or goods, the Service Providers Contractor shall have responsibility for, and accountability, of RPS-furnished items/services. The Service Providers Contractor shall replace or repair any equipment if it is broken as a result of Contractor actions, including those of employees and subcontractors. The Service Providers Contractor shall be accountable for all services or goods by keeping written records of RPS property in its possession or control.
  - b. At the end of the contract, the Service Providers Contractor shall make arrangements to return all property to RPS.
  - c. RPS will not provide Service Providers Contractor access to or use of any existing conduit or other RPS facilities, including any installed fiber and termination panels/trays, whether between or within RPS facilities for delivery of service under this contract. Any conduit or other pathways or spaces installed into RPS facilities that may be used to service the facility, (i.e., demark to telephone pole on the street, etc.), is the responsibility of the Service Provider to seek and receive approval from the appropriate owner. Any charges that may be incurred for researching pathways and spaces and any lease or rental or other charges from third parties for these facilities will not be the responsibility of RPS. Any costs for building attachments, construction, conduit installations, or other means of delivering services to the SDP are the responsibility of the Service Providers Contractor. If the Service Providers Contractor needs exterior right-of-way, it must negotiate and obtain right-of-way from the appropriate right-of-way owners. The Contractor is responsible for all costs, permits, and negotiations to secure right-of-way, if required.
7. Additional Requirements: Multi-year Agreement Notice: Any contract entered with RPS as a result of this RFP will be bound by all applicable Virginia law. Any and all location additions during any point of the contract must be added with coterminous dates ending all contractual relationships on the same date.

#### **IV. SERVICE LEVEL AGREEMENTS**

1. The Service Provider shall be responsible for all aspects of service quality, interconnectivity, and interoperability between SDPs. The performance parameters for each service level are detailed below. Each service level parameter is defined in terms of the minimum acceptable level of performance for the service and the minimum assured level of service. Service level agreements (SLAs) are for each SDP individually. It is expected that this would be per remote site because most remote sites will have only one SDP. In the case of SDP's that provided aggregated service delivery at the Data Center, all remote SDP's impacted by a SDP outage providing aggregated service in the Data Center will be under the terms of this SLA, as well as the SDPs at the Data Center itself. Any SLA Credits must be automatically issued by the Service Provider and appear as credits to RPS in the next billing cycle following the month the SLA violation occurred. Failure to issue automatic credits and any requirement that RPS must intervene to obtain credits will result in an additional seven (7) days prorated monthly credit for each impacted SDP for each month until the incident credit issue is resolved. All service outages are subject to the terms of these SLAs, regardless of cause. No exceptions are recognized.
2. The network shall be Available continuously at full capacity. Each circuit must provide synchronous dedicated bandwidth at the agreed upon CIR that is dedicated to RPS.
3. A single unscheduled network disruption or outage of any link shall not exceed 15 minutes in length in any month.
4. Each network link must be Available at least 99.99 percent of the time on average, per month. Failure to meet the SLAs could result in termination for cause.
5. Scheduled outages shall be conducted at a time agreed to in advance by RPS and will not accrue towards network downtime metrics. However, systems maintenance and upgrades must not exceed two (2) hours per month of network Availability. Systems maintenance exceeding two (2) hours in any month will be considered downtime and appropriate SLA measures and RPS credits will be enforced. Where possible scheduled outages

should be conducted after normal business hour; 7:30 am – 5:00 pm EST, Monday through Friday between 5:30 pm and 8:00 pm or on Saturday and Sunday between 8:00 am and 8:00 pm.

6. The average round trip packet latency must not exceed an average of 8 milliseconds over any daily period.
7. Bandwidth shall always be symmetric between any two points.
8. The Service Provider shall maintain a complete database of all service delivery parameters for the entire term of this Contract including any renewal terms. This database must be made available to RPS personnel to review past performance and service levels for the entire term of the contract. If a disagreement should occur and RPS believes a potential violation of the SLA is in effect or has occurred and the Service Provider does not agree, the following plan of action must be followed.
  - a. The Service Provider agrees to review within five (5) business days the monitoring and other information RPS has collected that indicates the potential SLA violation.
  - b. The Service Provider must review, analyze, and respond in writing within five (5) business days with the results and clear reasoning for either agreeing with RPS or disagreeing with RPS claim. If necessary, the Service Provider must detail the steps being taken to resolve the issue with a timeline and any follow-up testing measures to prove the issues have been corrected.
  - c. If necessary RPS will review the Service Provide response and within five (5) business days provide the Service Provider with the acceptance of the proposed Service Provider solution or denial of the Service Provider's proposed solution.

If the Service Provider and RPS continue to disagree on the potential violation claim by RPS, an independent industry expert third party (agreed to by both parties) will be hired to review the information provided by RPS and the Service Provider, and make a ruling within 20 business days. The costs for the independent third party expert review will be the responsibility of the Service Provider. RPS will not be responsible for any costs incurred by the Service Provider to defend its position regardless of the outcome. Following this process, the SLA disruption shall be subject to the terms of the indicated remedy in the SLA which has been in full force.

#### 9. Network Availability

- a. Commitment: The Service Provider must commit to provide a minimum of 99.99% availability each month for each site connected.
- b. Calculation: The calculation of End-to-End Network Availability will be reduced for every minute after a Trouble Ticket is opened for a site with the Service Provider until the service is restored. The formula for end to end network availability is:  $\text{End to End Network Availability (\%)} = (\text{Total Number of minutes in a billing month during which a service is available to exchange data to two customer endpoints} / \text{Total Number of minutes in a billing month}) \times 100$ .

Remedy: If any RPS End-to-End Network Availability falls below 99.99% in any calendar month, then for outages (as described in the Definition above) of an hour or less, RPS receives a three (3) day, prorated monthly charge credit for the troubled circuit. On outages over an hour, RPS receives an additional (1) day credit for each hour the outage persists up to 100% of the monthly circuit charge. Credits must be automatically issued by the Service Provider and appear as credits to RPS (clearly indicating the trouble ticket number and the site circuit ID and customer provided field) in the next billing cycle following the closure of the trouble ticket. Failure to issue automatic credits as detailed above that require intervention by RPS to resolve will result in seven (7) days prorated monthly credit for each impacted site each month until the credit issue is resolved

#### 10. Time to Restore Service

- a. Commitment: Time to restore a partial disruption of any link shall not exceed two hours. Time to restore total disruption or outage shall not exceed twenty minutes. The "time to restore" begins at the time when the Service Provider's network monitoring system reports the service impairment to the trouble ticketing system, or when RPS reports the service interruption to the Service Provider (whichever comes first). It ends upon confirmation by the Service Provider to RPS that service has been restored and RPS accepts the services as being restored.

- b. Calculation: Calculation of the Time to Restore Service is the interval of each incident.

Remedy: Each time the Service Provider fails to meet the time to restore service commitment, RPS will receive a Service Credit equal to one (1) day's prorated contracted, monthly recurring service charge for the impacted site circuit. RPS will receive an additional (1) day's Service Credit for each subsequent interval of service disruption when service has not been restored. For example, an outage of 40 minutes would equal two (2) days Service Credit (2 x 20 minute periods). Credits must be automatically issued by the Service Provider and appear as credits to RPS (clearly indicating the trouble ticket number and the site circuit I and customer provided field) in the next billing cycle following the Closure of the Trouble Ticket. Failure to issue automatic credits as detailed above that require RPS personnel intervention to resolve will result in seven (7) days prorated monthly credit for each month until the credit issue is resolved

## 11. Network Latency

- a. The Service Provider shall provide a network with an average daily roundtrip latency of 8 milliseconds or less between the Data Center and any other SDP in the network. Monthly, the Service Provider must be responsible to collect and administer and provide reports to RPS on site bandwidth, utilization, and network latency. RPS will accept web-based reports provided a link to the report is emailed to appropriate RPS personnel each month. The report must summarize each month's and each day's average roundtrip latency. RPS should be able to view daily collected ping values by site.
- b. Calculation: PINGs will occur between the equipment servicing the District Data Center SDP and all other District site SDPs. The PING Test parameters are:
- The PING type is IP ICMP.
  - The PING size is 64 bytes.
  - The number of PINGs is 1 PING every five minutes to every RPS Site SDP from each Data Center for an entire calendar month.
  - PING time-outs shall equal 250 milliseconds in any calculation.
  - The average daily latency for each site is calculated by totaling all round trip latency, adding 250ms for each timeout and dividing by the number of pings performed.

Remedy: If RPS experiences an average latency for a site in excess of eight (8) milliseconds for any day, it will receive a two (2) day Service Credit for that site. If RPS experiences an average latency in excess of 8 milliseconds for a second day in a month for a site, it will receive an additional two (2) days Service Credit for that site and for each day thereafter. Failure to provide the network latency report to RPS for any site in any month will result in a two (2) day Service Credit for all site circuits not reported for that month. The second month not reported and thereafter (contiguous months or not) will be seven (7) day Service Credit for the month for that site. Latency data for service interruption periods that result in receiving credit under the Network Availability SLA are excluded from the average latency calculations. The Service Provider must maintain all reports and provide these to RPS for the entire contract period. All SLA monitoring reports and data are to be turned over to RPS at the end of the contract.

## V. PREPARATION AND SUBMISSION OF PROPOSALS

### 1. General Instructions

- a. In order to be considered for selection, Offerors must submit a complete response to this RFP that includes all requested elements of the proposal. No other distribution of the proposal shall be made by the Offeror. Hard copy proposals will not be accepted.
- b. Complete proposals shall be submitted electronically via the Bonfire Portal. Proposals cannot be received later than the above date and time, as the system is electronic and will not allow access. The electronic Bonfire Portal instructions can be found in **Attachment A** of this RFP.

- c. Any costs incurred by the Offeror in preparation of its proposal or prior to final execution of a contract shall be the responsibility of the Offeror. RPS will not be liable for any such costs.
- d. Late Proposals. No proposal may be uploaded after the date and time specified for submission of offers. It is incumbent upon the Offeror to ensure its proposal is received before the date and time specified.

## 2. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the firm who has contractual binding authority. All information requested should be submitted. Failure to submit all information requested may result in the Department requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be disqualified. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be typed and prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP (see subsection 4 below). All pages of the proposal should be sequentially numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Proposals that repeat the language of this solicitation without further development will be considered nonresponsive. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Ownership of all data, materials, and documentation originated and prepared for RPS pursuant to the RFP shall belong exclusively to RPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, **the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets, is not acceptable and may result in rejection of the proposal. If, after being given reasonable time, the offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.
- e. All proposals submitted in response to this RFP will become the property of RPS and will not be returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract, if requested, at the Vendor's expense.
- f. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the offeror to clarify or elaborate on its proposal. This is a fact finding and explanation session only and does not include negotiation. The Department will schedule the time and location of these presentations. Oral presentations are an option of RPS and may or may not be conducted.

### 3. Offeror's Understanding of the Requirements

- a. Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood. Oral requests for information will not be accepted.
- b. All inquiries must be submitted in writing to the Contract Officer via the Bonfire Portal or by email at [tharris9@rvaschools.net](mailto:tharris9@rvaschools.net). Please include RFP #21-6997-11 in the subject line.
- c. All written inquiries must be received at the Purchasing Office by the time and date indicated. **NO FURTHER INQUIRIES WILL BE ACCEPTED AFTER CLOSE OF BUSINESS THAT DAY.** RPS will provide written answers and any substantive changes will be issued by an addendum and posted to the RPS website, Bonfire portal, and the Commonwealth of Virginia's procurement website at [www.eva.virginia.gov](http://www.eva.virginia.gov). The Offerors are responsible for ascertaining the existence of any addendum.

### 4. Specific Proposal Instructions

- a. The District will entertain any communications topology that accomplishes the desired connectivity and reliability at each site. Of primary concern to the District is the proposed network's ability to meet current needs and be upgraded to provide increased bandwidth as it is required as future applications are phased in. Such bandwidth increases can be initiated by RPS at any point during the contract agreement. The Offeror, in response, should specify the required time between the District's notification of need to modify and the time to active change requests. The District prefers a partner that can guarantee speed increases within 30 days.
- b. Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required goods or services. Offerors are required to submit the following items as a complete proposal:

#### **Tab 1: Forms**

Return the RFP cover sheet completed and signed, as required, including signed addenda acknowledgments, if any.

- Executive Summary
- Completed and signed Cover Sheet
- Proprietary Information per Section IV.2.3
- Vendor Data Sheet
- State Corporation Commission Form required of all Offerors pursuant to Title 13.1 or Title 50.
- Certifications and Warranties

#### **Tab 2: Qualifications and Experience of Offeror**

A written narrative statement should be included to address:

##### 1) Organization Structure and Personnel

- The firm's organizational structure and history, locations and subsidiaries; legal status (e.g., corporation, joint venture); and location from which the services will be performed.
- Names, qualifications and experience of principals and key personnel. Provide résumés or curriculum vitae of all key staff to be assigned to the project; certifications, licenses, and registrations; and the roles of the individuals.
- Overall capabilities and accomplishments.
- All major subconsultants and subcontractors or joint venture partners with reason for consulting role, responsibilities, experience, and associated résumés.

##### 2) Demonstrated Experience

- Comprehensive narrative including specific capabilities and experience in providing WAN services.
  - Examples of similar experience detailing the Offeror's roles and responsibilities, project scope, change orders, final costs, lessons learned.
  - Existing contracts in the education sector. Select three (3) project references which most closely match the Statement of Needs and indicate such on the Vendor Data Sheet (Attachment B). References should be existing customers or customers with which the company has conducted business within the last three (3) years.
  - Depth of resources available to provide the goods/services solicited by this Request for Proposals.
- 3) Litigation. Disclose any information involving Offeror, its principals and employees, or its agents for the past (10 years) or pending legal proceedings or business litigation against the firm, any officer, or principal (jointly and separately). If necessary, provide an explanation and indicate the current status of disposition.
- 4) References
- Provide the current names, addresses, telephone numbers, and emails addresses of all projects with other public or private school systems with whom the Offeror has worked on similar projects during the last five years.
  - Briefly identify the project, location, dollar value, and services performed. Select three (3) projects that closely match the scope of this RFP to identify on the Vendor Data Sheet (Attachment B).

The Offeror shall include an affirmative statement that the Offeror grants its consent for RPS to contact the Offeror's references for purposes of evaluating the Offeror under this solicitation; and further acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

**Tab 3: Project Approach**

- 1) Provide specific plans for providing WAN services including:
- A detailed narrative describing the firm's approach to providing services required in the Statement of Needs
  - Details on the proposed work, including all equipment required
  - Reports, analyses, strategic planning (provide samples)
  - Any perceived pitfalls or obstacles which may delay the successful completion of the services
  - Roles, responsibilities, and requirements of the Service Provider
  - Construction requirements
- 2) Provide a detailed description of how the offerors propose to monitor the network and measure performance for adherence to the SLA. The District has a strong preference for SLAs that include penalties for non-compliance. Proposals will be evaluated based on how the Offeror's proposed penalties for SLAs compare to the District's desired penalties.
- 3) Please indicate what training will be provided to RPS personnel during installation and to support operations in the future.
- 4) Provide a proposed timeframe for implementation and completion.

**Tab 4: Financial Data and Proposed Price**

- 1) Financial Data. Provide a financial statement or Annual Report for your most recent year-end. A current Dunn & Bradstreet Financial report shall be included.
- 2) Proposed Price. See Attachment G

**Tab 5: Small and Minority Business Utilization**

Provide your firm's plan to use and encourage participation of small, women-owned, and minority-owned businesses. Include relevant information such as business name, contact information, anticipated dollar value, roles, etc. Submit Attachment E, Minority Business Participation Commitment Form.

#### **Tab 6: Additional Information**

Exceptions (Optional): Provide a narrative explanation of any limitations, exceptions to terms and conditions, or exclusions of service, and a description of any assumptions made or expectations of RPS not herein delineated. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation.

## **VI. EVALUATION, SELECTION AND AWARD PROCESS**

1. Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors should address each evaluation criteria and be specific in presenting its qualifications. Proposals should be prepared economically.
2. As soon as practical following the closing time, RPS will open and list the proposals for the record. This is not a public opening. RPS reserves the right to ask questions of a clarifying nature or request more information or documentation as needed once proposals have been opened.
3. During the evaluation phase, proposals are reviewed by the Evaluation Committee to ascertain which proposals address all the requirements of the RFP, and to conduct an analysis to document the adequacy of the proposals. Proposals deemed technically non-responsive, or not as responsive as other proposals, may be eliminated at this point. The Evaluation Committee may conduct interviews or site visits with selected Offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these discussions, any information independently developed, and information presented in the proposal, to rank Offerors in accordance with criteria stated in the RFP.
4. The Evaluation Committee will use the Evaluation Criteria and weighing factors in selecting the firm(s) for negotiation and recommendation for award of a contract as shown in Appendix C, Evaluation Criteria. All proposals submitted for eligible products and services will be carefully considered, with price being the primary factor, and the proposal selected will be for the most cost-effective service offering consistent with CFR § 54.511.
5. Selection shall be made of two or more Offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including costs. Negotiations will then be conducted with each of the Offerors so selected. Price will be considered, but is not required to be the determining factor. After negotiations have been conducted with each Offeror so selected, RPS will select the Offeror which, in its opinion, has made the best proposal and provides the best value, and will award the contract to that Offeror, if an award is made. Should RPS 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 others under consideration, a contract may be negotiated and awarded to that Offeror.

The successful Offeror is expected to enter into the Standard Contract (Attachment D). The final contract awarded will incorporate by reference all requirements including Statement of Needs, terms and conditions of the solicitation (RFP), applicable worksheets and attachments, costs, all negotiated requirements, and the Offeror's proposals as negotiated.

## **VII. PRE-PROPOSAL CONFERENCE**

1. An optional pre-proposal conference is scheduled for 9:00 a.m. December 28, 2021 at **Ginter Park Elementary School** (address below). This pre-proposal conference is not mandatory.

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Although participation at this conference will not be a

prerequisite for submitting a proposal, due to the importance of all Offerors having a clear understanding of the scope of work and requirements of this solicitation, interested Offerors are encouraged to participate.

There will be an opportunity to view two RPS sites: older and newer facilities. Following the pre-proposal meeting at Ginter Park Elementary, RPS will make available the following two schools to allow potential offerors an opportunity to investigate a sampling of existing conduit and infrastructure.

Ginter Park Elementary School (older)  
December 28, 2021 9:00 A.M.  
3817 Chamberlayne Ave.  
Richmond, Virginia

Martin Luther King, Jr. Middle (newer)  
December 28, 2021 11:00 A.M.  
1000 Mosby St.  
Richmond, Virginia

2. RPS practices social distancing as available. **Only one representative is permitted in order to maintain COVID protocols. Offerors attending the pre-proposal must register to attend no later than 10:00 a.m. December 27, 2021. Submit an email to Theresa Harris, with “21-6997-11 Pre-proposal” as the subject. Provide the name of the individual, company name, and phone number.** All attendees are required to wear masks at all times.
3. In the event of inclement weather that requires the closure of local agencies in the Richmond, Virginia metro area, the site visits will be rescheduled for December 29, 2021. If special accommodations are needed, please contact the Contract Officer via telephone by December 22, 2021.

## VIII. GENERAL TERMS AND CONDITIONS

The following Terms and Conditions are MANDATORY and shall be incorporated verbatim in any contract award:

1. **ADA COMPLIANCE:** Pursuant to the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this proceeding should contact the Division of Procurement & Property Management Contract Specialist no later than one (1) business day prior to bid opening or the scheduled event. If you are hearing or speech impaired, please contact the Division by calling the ADA office TTY line at (804) 780-6226.
2. **ADDENDA:** Offerors are reminded that changes to the solicitation in the form of addenda are often issued between the issue date and the due date. All addenda must be acknowledged as part of the proposal submission. Failure to acknowledge an addendum may result in the proposal being declared non-responsive. Notice of addenda will be posted on RPS website, Bonfire, and the eVA portal. It is the Offeror’s responsibility to monitor ascertain the existence of addenda.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the contract resulting from this solicitation shall be the Circuit Court of the City of Richmond and/or any federal courts located in and/or that serve the City of Richmond. RPS may at its discretion, and if agreeable to the Contractor, resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). However, any decision resulting from the ADR process is nonbinding on the School Board. The Contractor shall comply with applicable federal, state and local laws and regulations, including CFR § 54.500, et. seq.
4. **ANTI-DISCRIMINATION:** By submitting its offer, Offeror certifies to the Richmond Public Schools that it 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 vendor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts over \$10,000.00.
- 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such vendor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.

B. The contractor will include the provisions of A. above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to RPS 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 RPS under said contract.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of RPS.
7. **ANNOUNCEMENT OF AWARD:** Upon the award or decision to award a contract as a result of this solicitation, RPS will publicly post such notice on the Commonwealth of Virginia's procurement website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
8. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership 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. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
9. **AVAILABILITY FUNDS:** It is understood and agreed between the parties herein that RPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
10. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the

face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

11. **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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. RPS 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, the place of delivery or installation, or the location of where services are to be performed. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify RPS of the adjustment to be sought, and before proceeding to comply with the notice, and shall await RPS's written decision affirming, modifying, or revoking the prior written notice. If RPS decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give RPS a credit for any savings. Said compensation shall be determined by one of the following methods:

1) By mutual agreement between the parties in writing; or

2) By agreeing upon a unit price or using 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 Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

C. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for 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 RPS with all vouchers and records of expenses incurred and savings realized. RPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to RPS within thirty (30) days from the date of receipt of the written order from RPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the *Code of Virginia*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by RPS or with the performance of the contract generally.

12. **CRIMES AGAINST CHILDREN:** The Contractor shall certify that it, its employees, and all other persons, including subcontractors and suppliers, who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Contractor shall execute the appropriate certification. Pursuant to §22.1-296.1, *Code of Virginia*, any person making materially false statements regarding offenses which are required to be included in the certification shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this provision.

13. **CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state prices in US dollars.

14. **DEBARMENT STATUS:** By submitting its proposal, Offeror certifies that it is not currently debarred suspended or otherwise excluded from submitting offers on contracts by any public body of the Commonwealth

of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting offers on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America.

15. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, RPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RPS may have.
16. **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 so that the provisions will be binding upon each subcontractor or vendor.

For the purposes 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, 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.

17. **ETHICS IN PUBLIC CONTRACTING:** By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has 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.
18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal, Offeror certifies that it does not and shall not during the performance of this 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 (the “Act”) or otherwise violate the provisions of the Act.
19. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. 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 Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### MINIMUM INSURANCE COVERAGES AND LIMITS:

1. **Workers’ Compensation -** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. **Employer’s Liability -** \$100,000
3. **Commercial General Liability -** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The School Board must be named as an additional insured and so endorsed on the policy.
4. **Automobile Liability -** \$1,000,000 combined single limit.

5. Builder's Risk - \$1,000,000 per occurrence; \$3,000,000 aggregate  
Asbestos Design, Inspection or Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate

Other insurance as required based upon the nature of the contract.

20. NO CONTACT POLICY: During the conduct of this solicitation, no Offeror shall initiate contact with any representative of RPS concerning the conduct of this solicitation. Any contact with an RPS representative is prohibited and may result in disqualification from the procurement process.
21. NONDISCRIMINATION OF CONTRACTORS: An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
22. ORDERING PROCEDURES: Richmond Public Schools does not place verbal orders for goods and/or services. RPS may only place orders by issuing a formal written Purchase Order in advance of vendor providing the goods and/or services. Accordingly, at Richmond Public Schools' request, the vendor provide a proposal/ quotation listing specific goods/services desired by RPS and the associated fees and/or fee estimates. Following discussions or revisions, if needed, RPS will issue a corresponding Purchase Order for the specific requirement and fee. The Purchase Order may only be changed with a subsequent Purchase Order. Under no circumstances is the vendor authorized to provide the goods and/or services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the vendor provide goods/services prior to receipt of a written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
23. PAYMENT:
  - a. To Prime Contractor:
    - 1) Invoices for services delivered shall be submitted by the Contractor directly to Accounts Payable in the Finance Office. The preferred method is by email to [finance@RPS.org](mailto:finance@RPS.org). All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and a unique invoice identifying number.
    - 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - 3) The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - 4) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, RPS shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve RPS of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
  - b. To Subcontractors:

- 1) Within seven (7) days of the contractor's receipt of payment from RPS, a contractor awarded a contract under this solicitation is hereby obligated (i) to pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (ii) notify RPS and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - 2) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from RPS, except for amounts withheld as stated in (1) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of RPS.
- c. RPS encourages contractors and subcontractors to accept electronic payment and, if applicable, credit card payment.
24. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
  25. **PROPRIETARY INFORMATION/TRADE SECRETS:** Proprietary information or trade secrets in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, subject to the limitations therein; however, the protections of this section must be invoked prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. (*Code of Virginia* § 2.2-4342(F)).
  26. **QUALIFICATIONS OF OFFERORS:** RPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to RPS all such information and data for this purpose as may be requested. RPS reserves the right to inspect the firm's physical plant prior to award to satisfy questions regarding the offeror's capabilities. RPS further reserves the right to reject any proposal if the evidence submitted by or investigations of such offeror fails to satisfy RPS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
  27. **SEVERABILITY:** If any provision of the Scope of Work, General Terms and Conditions or Special Terms and Conditions be held invalid, such holding shall not affect the remaining provisions.
  28. **STATE CORPORATION COMMISSION IDENTIFICATION:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).
  29. 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.
  30. **TAXES:** Sales to RPS are normally exempt from State sales tax. State Sales and Use tax certificates of exemption, Form ST-12, will be issued upon request. Delivery against this contract shall be free of Federal excise and transportation taxes. RPS excise tax exemption registration number is 54-1804146. (Applicable to goods only.)

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

31. **TERMINATION:** RPS may terminate this contract in one of two methods:

a. Termination with Cause.

- 1) RPS may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of RPS' intent to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- 2) In case of failure to deliver goods or services in accordance with the contract terms and conditions, RPS, after due oral or written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that RPS may have.
- 3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to RPS' satisfaction during this seven (7) calendar-day period as indicated in writing to the Contractor, then the Notice of Termination with cause shall be deemed null and void.
- 4) Upon such termination, RPS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by RPS up to the time of termination and upon delivery to RPS of all completed or partially completed work performed by the Contractor. RPS shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

b. Termination without Cause.

- 1) RPS may terminate this Contract without cause by delivery or written notice to the Contractor of its intent to so terminate. Provide the delivery of such notice at least ninety (90) calendar days prior to the date of termination and, otherwise, given in accordance with the requirements of this Contract for the delivery of notices.
- 2) Upon such termination, RPS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by RPS up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to RPS of completed or partially completed work. RPS shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.

32. **TESTING AND INSPECTION:** [GOODS] RPS reserves the right to conduct any tests or inspections if may deem necessary and advisable to assure goods and services conform to the requirements and specifications.

33. **TRANSPORTATION AND PACKAGING:** [GOODS] By submitting its proposal, offerors certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. (For goods only.)

## **IX. SPECIAL TERMS AND CONDITIONS**

The following Terms and Conditions are desirable. Offerors may propose alternative language; however, the basic contract form shall be retained. Offerors are requested to limit proposed changes, if any, to those of a substantive nature.

1. ACCEPTANCE PERIOD: Any response to this solicitation shall be valid for a period of 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled.
2. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RPS shall have full access to and the right to examine any of the Contractor's program material during said period. RPS further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by RPS are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Metro-Richmond area.
3. AUTHORIZED REPRESENTATIVES: This contract may be modified in accordance with §2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty- five percent (25%) or \$50,000, whichever is greater, without the approval of the Superintendent or authorized designee. All contracts or transactions \$250,000 or greater must be approved by the School Board before services commence.

Authorized Representatives:

RICHMOND PUBLIC SCHOOLS  
Director of Procurement  
2395 Hermitage Road  
Richmond, VA 23220

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. AWARD OF CONTRACT: After negotiations have been conducted with each Offeror so selected, Richmond Public Schools shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror, if an award is made. RPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should RPS determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated
5. CONFIDENTIALITY: The Contractor shall ensure that information and data obtained as to educational, personal, or medical facts and circumstances related to RPS students will be collected and held confidential and will not be divulged without the written consent of the individual. The Contractor shall comply with the security and privacy requirements of both the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall make available for inspection and/or reproduction by RPS any records in the possession of the Contractor that relates to the services provided under this Contract. This provision shall not expire. The Contractor may be required to execute a HIPAA Business Associate Agreement.

6. **CONTRACT ADMINISTRATION:** The successful administration of this contract will require close coordination with the requiring department. The Procurement Department will designate, in writing, the Contract Administrator who will coordinate the work and will have the authority to make written decisions in binding their respective employees on matters within the scope of the contract. Any modifications to scope of work, term, or price must be authorized by the Procurement Department and issued as a written amendment to the Contract.
7. **CONTINUITY OF SERVICES:**
  - a. The Contractor recognizes that the services under this contract are vital to RPS and must be continued without interruption and that, upon contract expiration, a successor, either RPS or another contractor, may continue them. The Contractor agrees:
    - To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - To make all RPS-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and,
    - That the Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/ phase-out services for up to 180 days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval. The price of services for any extension shall not exceed the prices in effect under the Contract on the date of extension.
  - c. The Contractor may be reimbursed for all reasonable, pre-approved phase-in/phase- out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work
8. **COPYRIGHTS AND PATENT RIGHTS:** The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save Richmond Public Schools, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
9. **CONTRACTOR LICENSE REQUIREMENT:** (Reference *Code of Virginia* § 9.1-139 and Title 54.1-1100). The Contractor shall ensure that any firm, individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or its subcontractor shall immediately notify RPS in writing in the event the license has been revoked.
10. **CONTRACTOR'S TITLE TO MATERIAL:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment
11. **COVID 19 PROTOCOL:** By signing a written agreement, the Contractor is certifying that all employees and representatives of the Contractor have submitted proof of vaccination to the Contractor prior to entering any RPS school or central office building. Should the Contractor implement a medical or religious exemption process for employees and representatives, the Contractor agrees to implement a weekly COVID-19 testing protocol for employees and representatives exempted from the vaccination requirement. Any costs related to COVID-19 testing will be the responsibility of the Contractor; and,



The Contractor shall ensure that all employees and/or representatives of the Contractor, comply with all remaining applicable health and safety measures in effect for RPS including but not limited to, the wearing of masks while present inside and outside of any RPS school or central office building regardless of vaccination status; physical distancing of three to six feet to the greatest extent possible; and completing the symptom screening questionnaire through RPS' daily log-in system, Raptor. RPS Health and Safety Measures for Fall 2021 In-Person Instruction can be found at <https://www.rvaschools.net/health-safety>.

The provisions as stated in this section shall continue to be in effect until further notice. Failing to adhere to the stated COVID-19 protocols shall be considered an event of default and grounds for termination of the Contract pursuant to the terms previously agreed upon in the Contract.

12. DELIVERY AND STORAGE: The contractor shall be responsible for making all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
13. DELIVERY NOTIFICATION: RPS shall be notified four (4) business hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received.

Notification shall be made to: As designated after award

14. DISPUTES: In accordance with §2.2-4363 of the *Code of Virginia*, contractual disputes shall be resolved according RPS Purchasing Manual, Chapter VII, paragraph G, incorporated by reference.
15. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized RPS representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
16. INDEMNIFICATION: Contractor agrees to indemnify RPS, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
17. INSPECTION OF THE PROJECT SITE: Offeror's signature on this solicitation constitutes certification that Offeror has inspected the job site and is aware of the conditions under which work must be accomplished. Offeror agrees, from its own investigation that it fully understands its obligation to perform the services. RPS will not consider claims, cancellation or other relief from the Contract as a result misunderstanding or lack of information.
18. INSTALLATION: All items must be fully assembled, set in place, operational and ready for use. All crating, packaging and related debris shall be removed from the premises.
19. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
20. LICENSES AND PERMITS: All licenses, permits and inspection fees required for this project shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

21. **MINORITY BUSINESS PARTICIPATION:** In awarding contracts and purchase orders to its vendors and suppliers, Richmond Public Schools strives to obtain a minimum twenty percent (20%) of the annual aggregate expenditure of contracts and services from Minority business enterprises. Such contracts and services include but are not limited to orders for the sale and furnishing of supplies, materials and equipment, for providing contractual services, and for writing and furnishing policies of insurance and surety bonds in which Richmond Public Schools is the principal insured or party for whom such bond is written and for which policy of insurance or bond the premium charged is billed to Richmond Public Schools.
22. **PRIME CONTRACTOR RESPONSIBILITY:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
23. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of RPS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Specialist the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract.
24. **SUPERINTENDENCE:** The Contractor is responsible to completely supervise and direct the work under this Contract and all Subcontractors that they may utilize, using their best skill and attention. The Contractor shall employ a superintendent or foreman, acceptable to RPS, who shall have full authority to act for the Contractor, and shall be onsite at all times during the performance of the Work. Unless permitted by RPS, the superintendent shall be one who can continue in that capacity for the entire period unless they cease to be on the Contractor's payroll. The superintendent or foreman shall have a cellular telephone for communication with the Project Manager and shall be conversant in English.
25. **TERM AND RENEWAL:**

The initial term of the contract shall be either 36, 60, 84 months as negotiated from date of full contract execution. Any work assigned but not completed shall survive the initial performance period until such time as the work is completed and accepted. The contract may be renewed as indicated below:

- a. **Renewal of Contract:** This contract may be renewed for specific intervals of time at the sole discretion of RPS; however, the cumulative maximum of all such renewals shall not exceed **240 months** under the terms and conditions of the original contract and upon written mutual agreement between both parties. Subsequent price increases may be negotiated only at the time of renewal. Written notice of the intention of RPS to renew will be given sixty (60) days prior to the expiration date of each contract period.
- b. At its sole discretion, RPS may allow price adjustments only at the time of contract renewal, and only where verified to the satisfaction of the Contract Specialist. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: (a) 3% of the contract price of the prior term, or (b) the contract pricing for the prior period, increased/decreased by no more than the percentage increase of the United States Bureau of Labor Statistics' (BLS) index Consumer Price Index for All Urban Consumers (CPI-U) section of the Consumer Price Index "Information technology, hardware and services" category for the latest twelve (12) months for which statistics are available.
- c. **Extension.** RPS may extend the current term of an existing contract for services to allow completion of any work undertaken but not completed during the term of the contract for a period of eleven (11) months. No additional consideration exceeding the contracted price may be paid to the contractor.
- d. Contractor shall give not less than thirty (30) days advance written notice of any price increase request, with documentation, to the Contract Officer. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to RPS and reflected in subsequent invoices.

26. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to RPS by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.
27. **WORK SITE PROTECTION:** The Contractor is responsible for all damages to persons or property that occurs as a result of it fault or negligence. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to RPS's satisfaction at the contractor's expense.

The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance, except for any completed unit of work previously accepted

## **X. METHOD OF PAYMENT**

1. **Invoices.** All invoices must be rendered promptly to RPS after all Services covered by the invoice have been provided and accepted. Where performance is completed in less than one (1) month, the Contractor shall invoice RPS for the full amount of the order at the completion thereof. Where performance is longer than one (1) month, the Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement.

Invoices shall provide at a minimum:

- Vendor Name, Address and Taxpayer Identification Number (TIN)
  - RPS Ordering Individual
  - Agreement Number
  - Date of Invoice
  - Unique Invoice Number
  - Monthly charges
  - Date(s) of Services
  - Complete description of Services
2. The Contractor shall submit a valid invoice to the address indicated by the tenth (10th) day of the month following the month in which services were rendered.
  3. The preferred method to receive invoices is via email to the General Mailbox: [accountspayable@RPS.org](mailto:accountspayable@RPS.org). In lieu of email, invoices may be mailed to:

Richmond Public Schools  
Attn: Accounts Payable  
301 North Ninth Street  
16<sup>th</sup> Floor  
Richmond, VA 23219-1927

## **XI. PRICING SCHEDULE**

1. Offeror's pricing proposal must include all charges associated with providing the requested services. RPS will not be liable for fees or charges that are not set forth in the Pricing Schedule or as agreed upon through negotiations. An Offeror must be willing and able to successfully provide the service proposed at the prices offered. Pricing must be valid for the period specified. If Offeror is reserving the option to withdraw the pricing during that period, then it must clearly state this in its proposal.
2. Prices should be all-inclusive, which in this case means all special construction, non-recurring costs (NRC), monthly recurring costs (MRC), and all other charges and credits, , required by the Offeror to commence and provide service. These costs should be included in the requisite columns of the pricing sheets.

“Special Construction” means construction of network facilities, design, engineering, and construction project management. As defined by the FCC, it is to include construction of network facilities, design, engineering, and construction project management.

3. Completion of Attachment G and explanations.

As indicated in Appendix B – Table 2 – Diagram the current Logical Design of RPS WAN consists of a main hub or data center that is connected to four sub hubs or aggregation sites. The aggregation sites then have direct connections to various district buildings and connect to another sub hub the secondary data center. The connections between the main data center, secondary data center, and sub hubs effectively form the backbone of RPS network. The circuits from the sub hubs to the other district sites are the last mile circuits. All the current backbone nodes are identified in Attachment G.

The current network design provides a reliable resilient solution that avoids a single point of failure. The RFP is in no way dictating that the proposed design must mirror the current design, but as indicated in the Scope of Work the District desires a scalable, resilient, and logical network design that avoids a single point of failure and ideally leverages diverse physical paths.

Offerors must provide a map of the logical network design being proposed including the names of the locations being connected. Ideally offerors will also include a map of the actual cable plant to help demonstrate route diversity. The District is willing to treat the map as confidential information.

Offeror must complete at least one complete component (term/speed) of Attachment G – Pricing Schedule and are strongly encouraged to offer pricing for each term (36 months, 60 months, and 84 months) at each speed (1 Gbps, 2 Gbps, 5 Gbps, 10 Gbps, 20 Gbps, 40 Gbps, and 100 Gbps).

Offerors must identify the Special Construction cost, any non-recurring charge (NRC), and the monthly recurring charge (MRC) for the various speeds and terms being proposed. Offerors are encouraged to separate special construction charges as defined by E-rate eligibility rules as opposed to amortizing it in the MRC. The information in Attachment G should correspond with network design being proposed. Offerors may provide auxiliary pricing information with Attachment G, but it must be consistent with the data in Attachment G.

## **XII. ATTACHMENTS**

- Submission Instructions
- Vendor Data Sheet
- Virginia State Corporation Commission (SCC) Form
- Minority Business Commitment Form

**END OF SOLICITATION**

# Appendix A – Site Locations

## RPS Site Locations

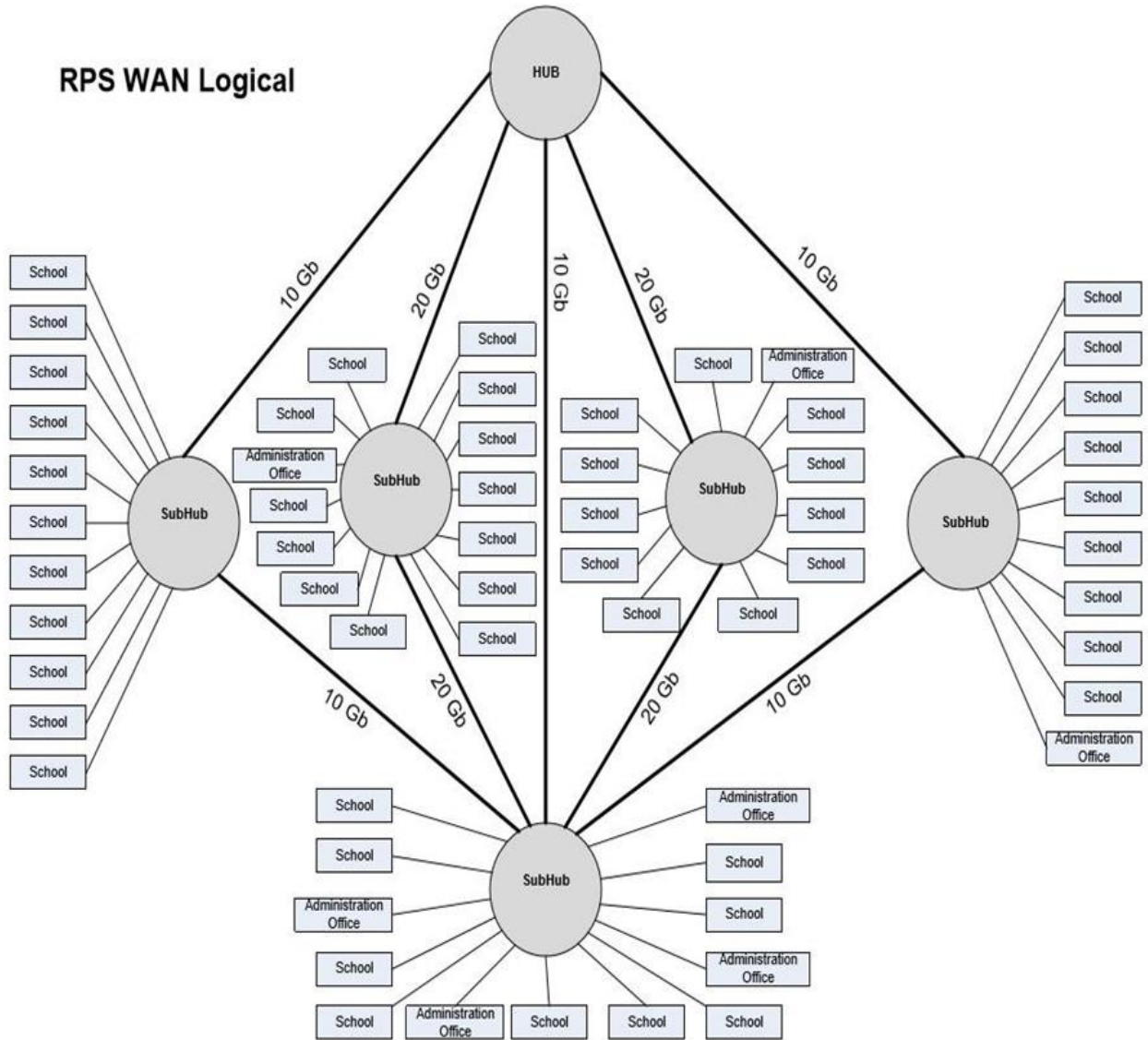
Entity Number	Location Name	Location Address	Location City	Location Zip
<b><i>Elementary Schools</i></b>				
25128	BELLEVUE ELEMENTARY SCHOOL	2301 E GRACE ST	RICHMOND	23223
25137	BLACKWELL ELEMENTARY SCHOOL	1600 EVERETT ST	RICHMOND	23224
17030516	BLACKWELL ANNEX	238 E. 14th Street	RICHMOND	23224
25232	BROAD ROCK ELEMENTARY SCHOOL	4615 FERGUSON LN	RICHMOND	23234
25082	GEORGE W. CARVER ELEMENTARY SCHOOL	1110 W LEIGH ST	RICHMOND	23220
25099	JOHN B. CARY ELEMENTARY SCHOOL	3021 MAPLEWOOD AVE	RICHMOND	23221
25130	CHIMBORAZO ELEMENTARY SCHOOL	3000 E MARSHALL ST	RICHMOND	23223
25118	FAIRFIELD COURT ELEMENTARY SCHOOL	2510 PHAUP ST	RICHMOND	23223
25242	J.B. FISHER ELEMENTARY SCHOOL	3701 GARDEN RD	RICHMOND	23235
25085	WILLIAM FOX ELEMENTARY SCHOOL	2300 HANOVER AVE	RICHMOND	23220
25140	J.L. FRANCIS ELEMENTARY SCHOOL	5146 SNEAD RD	RICHMOND	23224
25178	GINTER PARK ELEMENTARY SCHOOL	3817 CHAMBERLAYNE AVE	RICHMOND	23227
17019689	GINTER PARK-MARY SCOTT ANNEX	4011 MOSS SIDE AVE	RICHMOND	23222
17027372	CARDINAL ELEMENTARY SCHOOL	1745 CATAILINA DRIVE	RICHMOND	23224
17004817	PATRICK HENRY SCHOOL OF SCIENCE & ARTS	3411 SEMMES AVE	RICHMOND	23225
211614	LINWOOD HOLTON ELEMENTARY SCHOOL	1600 WEST LABURNUM AVE	RICHMOND	232247
211617	MILES JEROME JONES ELEMENTARY	200 BEAUFONT HILL DRIVE	RICHMOND	23225
17027367	Henry L. Marsh III Elementary	813 North 28th Street	RICHMOND	23223
25091	MAYMONT PRE-K CENTER	1211 S ALLEN AVE	RICHMOND	23220
25156	MARY MUNFORD ELEMENTARY SCHOOL	211 WESTMORELAND ST	RICHMOND	23226
25143	OAK GROVE-BELLEMEADE ELEMENTARY SCHOOL	2409 WEBBER AVE	RICHMOND	23224
25109	OVERBY-SHEPPARD ELEMENTARY SCHOOL	2300 1ST AVE	RICHMOND	23222
25148	ELIZABETH D. REDD ELEMENTARY SCHOOL	5601 JAHNKE RD	RICHMOND	23225
25155	G.H. REID ELEMENTARY SCHOOL	1301 WHITEHEAD RD	RICHMOND	23225
25144	SOUTHAMPTON ELEMENTARY SCHOOL	3333 CHEVERLY RD	RICHMOND	23225
25105	BARACK OBAMA ELEMENTARY SCHOOL	3101 FENDALL AVE	RICHMOND	23222
17024131	SUMMER HILL PRESCHOOL	2717 ALEXANDER AVE	RICHMOND	23234
25135	SWANSBORO ELEMENTARY SCHOOL	3160 MIDLOTHIAN TPKE	RICHMOND	23224

25149	WESTOVER HILLS ELEMENTARY SCHOOL	1211 JAHNKE RD	RICHMOND	23225
25120	WOODVILLE ELEMENTARY SCHOOL	2000 N 28TH ST	RICHMOND	23223
<b>Middle Schools</b>				
25086	BINFORD MIDDLE SCHOOL	1701 FLOYD AVE	RICHMOND	23220
25234	THOMAS C. BOUSHALL MIDDLE SCHOOL	3400 HOPKINS RD	RICHMOND	23234
203349	LUCILLE MURRAY BROWN MIDDLE SCHOOL	6300 JAHNKE ROAD	RICHMOND	23225
17027365	RIVER CITY MIDDLE SCHOOL	6300 HULL STREET ROAD	RICHMOND	23224
25176	HENDERSON MIDDLE SCHOOL	4319 OLD BROOK RD	RICHMOND	23227
25093	ALBERT HILL MIDDLE SCHOOL	3400 PATTERSON AVE	RICHMOND	23221
25123	MARTIN LUTHER KING, JR. MIDDLE	1000 MOSBY ST	RICHMOND	23223
<b>High Schools</b>				
25125	FRANKLIN MILITARY ACADEMY	701 NORTH 37TH STREET	RICHMOND	23223
25119	ARMSTRONG HIGH SCHOOL	2300 COOL LN	RICHMOND	23223
25146	HUGUENOT HIGH SCHOOL	7945 FOREST HILL AVE	RICHMOND	23225
25209	THOMAS JEFFERSON HIGH SCHOOL	4100 W GRACE ST	RICHMOND	23230
25175	JOHN MARSHALL HIGH SCHOOL	4225 OLD BROOK RD	RICHMOND	23227
25089	OPEN HIGH SCHOOL	600 SOUTH PINE STREET	RICHMOND	23220
25106	RICHMOND COMMUNITY HIGH	201 EAST BROOKLAND PARK BLVD	RICHMOND	23222
25153	GEORGE WYTHE HIGH SCHOOL	4314 CRUTCHFIELD ST	RICHMOND	23225
<b>Special Education Schools</b>				
25083	RICHMOND ALTERNATIVE SCHOOL	119 W. LEIGH STREET	RICHMOND	23220
16024294	AMELIA STREET SPECIAL EDUCATION	1821 AMELIA STREET	RICHMOND	23220
<b>Other School Locations</b>				
17030522	RICHMOND TECH CENTER NORTH	2015 SEDDON WAY	RICHMOND	23230
17019690	RICHMOND TECH CENTER SOUTH	2020 WESTWOOD AVE	RICHMOND	23230
16084868	RICHMOND JUVENILE DETENTION HOME	1700 Oliver Hill Way	RICHMOND	23219
16084917	MARTIN LUTHER KING JR. EARLY LEARNING CENTER	900 MOSBY STREET	RICHMOND	23223
<b>Other RPS Locations (Non-Instructional Facilities)</b>				
17030536	CLARK SPRINGS ADMINISTRATION BUILDING	1101 DANCE STREET	RICHMOND	23220
17030537	BELT BLVD TRANSPORTATION BUILDING	3501 BELT BOULEVARD	RICHMOND	23234
17030538	CHAMBERLAYNE AVE TRANSPORTATION BUILDING	1903 CHAMBERLAYNE AVENUE	RICHMOND	23222
17030539	VATEX BUILDING	2395 HERMITAGE ROAD	RICHMOND	23220
17030540	ARTHUR ASHE CENTER	3001 N. ARTHUR ASHE BLVD.	RICHMOND	23220
16024274	SCHOOL BOARD, ADMINISTRATION	301 N. 9TH STREET	RICHMOND	23219
17030541	NORRELL, AV ADMINISTRATIVE STAFF	2120 FENDALL AVENUE	RICHMOND	23222

17030542	FACILITY SERVICES BUILDING	1461 COMMERCE ROAD, SUITE A	RICHMOND	23224
<b><i>Annexes</i></b>				
N/A	RCEEA (INSIDE JMHS)	4225 OLD BROOK ROAD	RICHMOND	23227
N/A	HUGUENOT COMMUNITY CENTER (ADJACENT TO HHS, BUILDING #26)	7945 FOREST HILL AVE	RICHMOND	23225

# Appendix B – Table 2 - Diagram

Current Richmond Public Schools Network Design





## Appendix C – Evaluation Criteria

Criteria	Point Weight	
1.	<p><b>QUALIFICATIONS OF THE OFFEROR</b></p> <ul style="list-style-type: none"> <li>• Response from references</li> <li>• Background of the provider and subcontractors</li> <li>• Professional qualifications of staff serving the account</li> <li>• Relevant experience of the firm and subcontractors</li> <li>• Scope of resources including total number of people and number of offices</li> <li>• Relevant experience with similarly sized public or private schools</li> </ul>	10 pts.
2.	<p><b>TECHNICAL APPROACH TO SERVICES</b></p> <ul style="list-style-type: none"> <li>• Technical elegance, efficiency, and robustness of approach to the project as a whole</li> <li>• Ease and elegance of expansion of bandwidth to sites</li> <li>• Robustness of network design, reduction of failure points, and scalability</li> <li>• Read-only access for RPS statistics collection and configuration analysis to provider equipment</li> <li>• Scope and depth of network monitoring and analysis in real time</li> <li>• Isolation of RPS traffic flows from non-RPS traffic such that RPS security and service levels are assured at all times</li> <li>• Understanding of functional requirements</li> <li>• Presentation of architectural concept</li> <li>• Presentation of performance metrics and influencing factors</li> <li>• Fault tolerance of distribution design</li> <li>• Scope and capabilities of network operations center</li> <li>• Scope and depth of trend analysis</li> <li>• Transition plan that minimizes service disruption and demonstrates efficiency</li> <li>• Consistency of equipment across sites and the life of the contract</li> </ul>	24 pts.
3.	<p><b>PROPOSAL MERIT</b></p> <ul style="list-style-type: none"> <li>• Amount of credit provided for missing targeted thresholds</li> <li>• All requested information included</li> <li>• Thoroughness of response</li> <li>• Understanding of the project</li> <li>• Creativity of proposed project and transition approach</li> <li>• Clarity and brevity of the response</li> </ul>	10 pts.
4.	<p><b>PRICE OF E-RATE ELIGIBLE GOODS AND SERVICES</b></p> <ul style="list-style-type: none"> <li>• This criterion will be based on total cost of ownership (TCO) analysis/price, for E-rate eligible goods and services, calculated using expected bandwidths and the pricing models detailed in Attachment G.</li> <li>• This project is viewed as a long-term, mission critical, and strategic project/service. Therefore, the TCO/price analysis will be based on a time frame not to exceed 20-years.</li> <li>• The calculation will be based on the pre-discounted amount from the TCO/price analysis.</li> <li>• Vendors are encouraged to provide pricing, including extension pricing, that will facilitate a long-term TCO/price analysis.</li> <li>• Points will be calculated arithmetically: (E-rate Eligible TCO/Price from Lowest Responsible Bidder/ E-rate Eligible TCO/Price from Bidder being reviewed) X Total Points for Criterion</li> </ul>	25 pts

5.	<p><b>TOTAL LONG-TERM COST TO RPS OF E-RATE ELIGIBLE GOODS AND SERVICES</b></p> <ul style="list-style-type: none"> <li>• This criterion will be based on the School Board’s total cost of ownership (TCO) analysis, for E-rate eligible goods and services, calculated using expected bandwidths and the pricing models detailed in Attachment G.</li> <li>• This project is viewed as a long-term mission critical, strategic project/service. Therefore, the TCO analysis will be based on a time frame not-to-exceed 20-years.</li> <li>• The calculation will be based on the total project cost amount from the TCO analysis.</li> <li>• Vendors are encouraged to provide pricing, including extension pricing, that will facilitate a long-term TCO analysis.</li> <li>• TCO to RPS will be calculated as Total Long-Term Project Cost less anticipated E-rate funding, less expected state match for special construction, less additional matching funds from Virginia Public School Authority (VPSA) – State Educational Technology Notes.</li> <li>• Points will be calculated arithmetically: (TCO to RPS from Lowest Responsible Bidder/ TCO from Bidder being reviewed) X Total Points for Criterion</li> </ul>	18 pts.
6.	<p><b>TOTAL LONG-TERM COST OF E-RATE INELIGIBLE GOODS AND SERVICES</b></p> <ul style="list-style-type: none"> <li>• All cost proposals must clearly identify the E-rate ineligible costs associated with a given product or service.</li> <li>• If a product or service is partially ineligible, the Offeror must clearly identify the E-rate ineligible portion.</li> <li>• In accordance with E-rate rules, the cost of E-rate eligible products or services will be evaluated separately from the E-rate ineligible costs.</li> <li>• Points will be awarded based on the percentage of the total costs that are ineligible for support and the cost of the E-rate ineligible goods and services from other proposals.</li> <li>• A proposal with no ineligible costs will be awarded full points.</li> </ul>	3 pts
7.	<p><b>DELIVERY MERIT</b></p> <ul style="list-style-type: none"> <li>• Simplicity, accuracy, and readability of customer billing</li> <li>• Technical and user training program</li> <li>• Trouble reporting system, escalation policies and procedures, and plan for customer notification and interaction</li> <li>• Availability and ease of use for reporting to support continual review of product quality and availability</li> <li>• Ability of vendor to provide WAN services as well as Internet services</li> <li>• Formalized transition plan for implementation and cutover that adheres to project management best practices</li> <li>• Scope of technical and user support</li> <li>• Scope and depth of operational reporting, traffic analysis, and strategic planning suggestions.</li> <li>• Review of operational reporting methods available to the District</li> </ul>	10 pts
<b>AVAILABLE POINTS</b>		<b>100</b>

# Attachment A – Submission Instructions for Bidders and Offerors

Please follow these instructions to submit via our Public Portal (<https://rps.bonfirehub.com/portal/?tab=login>).

## 1. Prepare your submission materials.

### Requested Information

Name	Type	# Files	Requirement	Instructions
Signed Cover Sheet	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required	
Attachment B – Vendor Data Sheet	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required	
Attachment C – Authorizations and Certifications	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt,	Multiple	Required	

Name	Type	# Files	Requirement	Instructions
	.text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)			
Attachment E Small, Women, and Minority Business Form	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required	
Attachment G Pricing Schedule	File Type: .xls; .xlsx	1	Required	
Proposal	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required	

## **Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

## **2. Upload your submission at:**

**<https://rps.bonfirehub.com/projects/57482/details>**

The Q&A period for this opportunity starts at the Issue Date. The Q&A period for this opportunity ends 12:00 p.m. January 10, 2022. You will not be able to send messages after this time. Email questions will not be considered after this date and time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **6:00 p.m. (local time) February 4, 2022**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

## **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

## **Need Help?**

Richmond Public Schools uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**Attachment B - Vendor Data Sheet**

**VENDOR DATA SHEET**

1. Company Name: \_\_\_\_\_

2. Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Years in Business: Indicate the length of time the firm has been in business \_\_\_\_\_ Years \_\_\_\_\_ Months

Tax ID or EIN: \_\_\_\_\_ (only last four digit if an individual SSN)

3. Legal: (For any affirmative response, provide details on a separate sheet(s))

The Company \_\_\_\_\_ has \_\_\_\_\_ has not been involved in any legal proceedings relating to bidding, contracts, or contract management in the past 10 years.

Has the Company ever been terminated for non-performance? \_\_\_\_\_ Yes \_\_\_\_\_ No

Has the Company declared bankruptcy or is considered a debtor to a bankruptcy within the past seven (7) years? \_\_\_\_\_ Yes \_\_\_\_\_ No

4. Company History:

Provide three (3) recent accounts, either commercial or governmental, that your company is servicing or has provided similar goods or services. All information must be up-to-date.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Value: \_\_\_\_\_

5. Capacity:

The Company \_\_\_\_\_ has \_\_\_\_\_ has not obtained appropriate insurance and/or bonding as required for any resulting contract.

The Company employs \_\_\_\_\_ skilled technicians and maintains appropriate staffing levels. Number of staff assigned to any resulting contract \_\_\_\_\_.

Affirm and Attest:  
Authorized Signature:

\_\_\_\_\_ (Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment C – Authorizations and Certifications**

**a. Virginia State Corporation Commission (“SCC”) Registration Information: The firm -**

\_\_\_\_\_ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_

\_\_\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

\_\_\_\_\_ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder’s out-of-state location)

\_\_\_\_\_ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in titles 13.1 or 50 of the *Code of Virginia*.

\* RPS reserves the right to determine in its sole discretion whether to allow such a waiver

**b. Certification of Crimes Against Children**

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) \_\_\_\_\_  
\_\_\_\_\_

**c. Certification Of Interest & Relationships With School Board And Richmond Public Schools Employees –**

To the extent that neither Vendor nor any of Vendor’s officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools, Vendor shall reveal such relationships to the School Board.

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or RPS.

The following individuals currently maintain a financial relationship with Contractor:

RPS/School Board Employee’s Name: \_\_\_\_\_

Position with RPS/School: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

The following individuals currently maintain a familial relationship with Contractor:

RPS/School Board Employee’s Name: \_\_\_\_\_

Position with RPS/School: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

**d. Warranty of Full Compliance with All Regulatory Requirements**



The Contractor warrants full compliance of all hardware, software, and services provided as part of the District WAN Services with all applicable local, county, state, national, and international regulations. Those include but are not limited to:

- the National Fire Protection Association (NFPA) 101 Life Safety Code
- the National Electric Code (NEC)
- the Virginia Electrical Code
- the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596)
- the American Concrete Institute (ACI)
- the American National Standards Institute (ANSI)
- the Institute of Electrical and Electronic Engineers (IEEE)
- the Electronic Industry Association/Telecommunications Industry Association (EIA/TIA)
- the Insulated Power Cable Engineers Association (IPCEA)
- the National Board of Fire Underwriters (NBFU)
- the National Bureau of Standards (NBS)
- the National Electrical Manufacturers Association (NEMA)
- the Underwriter's Laboratories, Inc. (UL)
- FCC codes and regulations
- FCC license for radio transmitters and transceivers
- FCC permits for construction
- The Building Industry Consulting Service (BICSI)

In every case the latest version of these regulations shall apply. And where there is a conflict between any of these codes, the most stringent shall apply.

**e. FCC Certification: Contractor warrants all hardware supplied meets applicable FCC certifications.**

Attest:

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

END OF CERTIFICATIONS

**Attachment D – Sample Standard Contract**

CONTRACT NO. \_\_\_\_\_

**SCHOOL BOARD OF THE CITY OF RICHMOND  
PROFESSIONAL / NONPROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the School Board of the City of Richmond, acting by and through its duly authorized representative (hereinafter referred to as the "School Board"), and [Company] (hereinafter referred to as the "Contractor").

**WITNESSETH:**

WHEREAS, the School Board desires to engage the services of the Contractor to provide [goods/services] for Richmond Public Schools in accordance with specifications contained herein.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Contractor hereby agree that the Contractor shall provide services as an independent contractor in accordance with the terms and conditions of this Contract.

**ARTICLE I – SCOPE OF SERVICES**

1.1 The goods/services furnished by the Contractor shall include, but are not necessarily limited to those outlined in RFP#\_\_ - \_\_\_\_ - \_\_, [dated], Exhibit I, and the Proposal [dated], Exhibit II, submitted by the Contractor, all incorporated and made a part hereof by reference.

**ARTICLE II – COMMENCEMENT AND COMPLETION**

2.1 This Contract shall commence on [date], and terminate on [date], unless terminated earlier or renewed in accordance with other provisions herein.

**ARTICLE III – PAYMENT**

3.1 As total compensation for the goods/services to be rendered under this Contract, the School Board agrees to pay the Contractor the fee set forth in Exhibit III, attached hereto and by this reference made a part hereof.

3.2 The Contractor shall submit its invoice in accordance with Exhibit I and contain:

- a. Details and dates of goods delivered or services rendered;
- b. School Board's Purchase Order Number.

**ARTICLE IV - ASSIGNMENTS**

5.1 Neither the School Board nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of such other party.

#### **ARTICLE V – RESPONSIBILITIES OF THE CONTRACTOR**

6.1 The Contractor shall comply with the following conditions as agreed to and negotiated [dates]:

#### **ARTICLE VI – RESPONSIBILITIES OF THE SCHOOL BOARD**

7.1 Any data or material furnished by the School Board to the Contractor shall remain the property of the School Board; and when no longer needed for performance under this Contract, shall be returned promptly to the School Board.

7.2 The School Board shall be bound under this Contract only to the extent that there are funds available to perform its obligations hereunder.

7.3 Notwithstanding the provision of paragraph 7.2 above, the School Board shall be bound under this Contract only to the extent that there is a need for services to be provided. Such need for services is to be determined by the School Board and its agents. A thirty day notice will be provided if there is no longer a need for services to be provided.

#### **ARTICLE VII – SEVERABILITY**

8.1 It is agreed that the illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of the Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

#### **ARTICLE VII – TAXES**

9.1 The School Board shall not be liable for the payment of any taxes levied by the local, state or federal government against the Contractor, and all such taxes shall be paid by the Contractor; provided, however, should the School Board nevertheless pay any such taxes, the Contractor shall reimburse the School Board therefor. Upon request, the Contractor shall provide the School Board with evidence of payment of such taxes.

#### **ARTICLE IX – INDEMNIFICATION**

##### 10.1 Indemnification

Pursuant to the terms and conditions of this Contract, the Contractor agrees to defend, save harmless and indemnify the School Board from and against any and all claims for damages against the School Board allegedly caused by the Contractor's errors, omissions, or negligent acts in the performance of services under this Contract.

##### 10.2 Insurance

a. The Contractor shall furnish the School Board with a copy of its insurance certificate which provides protection under the Worker's Compensation Act and for employers' liability coverage. The insurance certificate will also indicate that a comprehensive general liability (CGL) policy with the CGL endorsement is in force. Also an appropriate professional liability policy will be indicated on the certificate. These insurance coverages should provide protection for the performance of services under this contract, as well as the obligations under Article XI.

b. In addition to the requirements as set forth in paragraph 10.1, which paragraph must be insured as set forth in paragraph 10.2(a.) hereinabove, the Contractor further agrees to defend, save harmless and indemnify the School Board from and against all claims for damages against the School Board allegedly caused, or efficiently contributed to, by the Contractor's intentional failure to perform properly pursuant to the terms and conditions of this Contract.

c. Such evidence of insurance must be approved by Counsel for the School Board and shall require at least thirty (30) days' prior notice to the School Board before cancellation.

**ARTICLE X – COMPLIANCE WITH LAWS**

11.1 For the purpose of this Contract, it is understood and agreed that the laws, rules and regulations of the Commonwealth of Virginia shall govern.

**ARTICLE XI – ADDITIONAL PROVISIONS**

12.1 Additional provisions relating to Employment Discrimination by Contractor Prohibited, Drug-Free Workplace, Option to Renew, Certificate of Crime Against Children, and Certificate of Interest and Relationships with School Board and Richmond Public Schools Employees in Exhibits II, III, IV and V are attached to and made a part of this Contract.

**ARTICLE XII – NOTICES**

13.1 All notices or other communications given or required to be given under this Contract shall be in writing, and shall be deemed to have been given when hand delivered; or if delivered by mail, such notice shall be sent by registered or certified mail, return receipt requested, first class, postage prepaid, and shall be deemed to have been delivered or received on the fifth (5th) day following the deposit of such in the United States mail.

All notices required hereunder shall be addressed as follows:

If to School Board:

Director of Procurement  
Richmond Public Schools  
2395 Hermitage Road  
Richmond, Virginia 23220

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE XIV – MISCELLANEOUS PROVISIONS**

14.1 This Contract represents the entire understanding between the parties and supersedes all previous negotiations, representations or agreement either written or oral. This Contract shall not be amended, altered or modified unless such amendment, modification or alteration is reduced to writing signed by both parties and attached hereto.

14.2 When used herein, the singular shall be held to include the plural, the male gender shall include the female gender and the neuter, and vice versa.

WHEREFORE, the parties have executed this Contract and made same effective as of the day and year first written above.

APPROVED:

[CONTRACTOR]

SCHOOL BOARD OF THE CITY OF RICHMOND

By:  
[Typed Name]  
[Title]

By:  
[Typed Name]  
[Title]

Date

Date

Attest:  
(Seal)  
(If a corporation)

Approved as to form:  
  
Counsel to School Board of the City of Richmond  
Date

(Standard Contract #####)

**EXHIBIT I – SCOPE OF WORK**

The Contractor shall provide \_\_\_\_\_ services in accordance with RFP# \_\_\_-\_\_\_-\_\_\_ to Richmond Public Schools (“RPS”) unless otherwise terminated or extended in accordance with the terms of this Contract.

**EXHIBIT II - PROPOSAL**

The Contractor shall provide services as outlined in Exhibit 1 in accordance with its proposal dated \_\_\_\_\_, and as modified by the attached Memorandum of Understanding.

**EXHIBIT III - PAYMENT**

For services provided as described in Exhibit I above, RPS shall pay the Contractor [as follows].

**EXHIBIT IV – ADDITIONAL PROVISIONS**

Pursuant to the requirements of Section 2.2-4354 of the *Code of Virginia* of 1950, as amended the Contractor shall include the following in any Contract with a subcontractor related to this Contract:

**PAYMENT**

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the School Board for work performed by the subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under this Contract; or

b. Notify the School Board and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

2. The Contractor shall provide its federal employer identification number to the School Board.

3. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the School Board for work performed by the subcontractor under this Contract, except for amount withheld as allowed in subdivision 1.b above.

4. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.

5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. The Contractor’s obligations to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of the School Board.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or 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 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.

b. 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.

c. 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.

2. The Contractor will include the provisions of the foregoing paragraphs a., b., and c. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. The Contractor shall not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

Richmond Public Schools does not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

#### **DRUG-FREE WORKPLACE**

1. 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

2. Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. 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 the Virginia Public Procurement Act, 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.

#### **EXHIBIT V CERTIFICATE FOR CRIME AGAINST CHILDREN**

Attached hereto and incorporated by reference.

#### **EXHIBIT VI CERTIFICATE OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES**

Attached hereto and incorporated by reference

# Attachment E – Small-, Women- and Minority Owned Business Participation Commitment Form



## MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

In awarding contracts and purchase orders to its vendors and suppliers, Richmond Public Schools strives to obtain a minimum twenty percent (20%) of the annual aggregate expenditure for goods and services from small-, woman- and minority-owned and service-disabled business enterprises (collectively “Minority”). Such contracts and services include but are not limited to orders for the sale and furnishing of supplies, materials and equipment, for providing contractual services, and for writing and furnishing policies of insurance and surety bonds in which Richmond Public Schools is the principal insured or party for whom such bond is written and for which policy of insurance or bond the premium charged is billed to Richmond Public Schools. In support of this policy, RPS encourages the use of Minority participation through subcontracting, joint ventures, transportation, or other methods in securing goods or services. Vendors may use this form to indicate the percentage of its bid/offer that will be subcontracted to Minority vendors and the level of participation.

The vendor agrees to expend at least \_\_\_\_\_% of the contract value, if awarded, with Minority business enterprises. The vendor must indicate the Minority business enterprises it intends to utilize on the contract and the percentage of the aggregate of the contract it intends to award to the Minority firm.

- A. Offeror is a Minority Firm: \*Minority Group\_\_\_\_(See Categories below)  
Certification #\_\_\_\_(Indicate if Virginia DSBSD, City of Richmond or SBA)
- B. Names and Addresses of Minority Group.

Business Name and Address	Contact Information (Phone and/or Email)	**Role	*Minority Group	Dollar Value or Percentage
Total				

- C. The undersigned acknowledges and agrees that it will provide a good faith effort to meet or exceed the goals set above in the performance of the Contract. The firm will not change or modify this commitment without the agreement of RPS.

### \*Minority Group Categories

AFA	African American
HA	Hispanic American
AA	Asian American
NA	Native American
WO	Woman Owned
DV	Service Disabled Veteran

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Printed Name of Authorized Officer

\*\*Role: subcontractor, supplier, services, transportation, etc.



## **Attachment G - Pricing Schedule**

Offeror shall complete and submit as part of its proposal response – attached as an Excel sheet.