

**Caroline COUNTY
SCHOOL BOARD
Request for Proposals**

RFP Number:05052017-1400

Title: Wide Area Network / Internet Access

Issue Date: March 30, 2017

Proposals Due No Later Than: May 5, 2017, 2:00 PM EST

Location for Receipt of Proposals: 16261 Richmond Turnpike, Bowling Green, Virginia 22427

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Wade Murray, Office of Technology Services, at 804-633-5088 extension 1105, or by email to wmurray@ccps.us. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an Offeror concerning this solicitation with any other School Board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the Offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, *et. seq.* of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, *et. seq.* of the *Code of Virginia*). Specifically, without limitation, no School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, *et. seq.* of the *Code of Virginia*), and any other applicable law as set forth therein.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

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I. PURPOSE

CAROLINE COUNTY PUBLIC SCHOOLS (CCPS) and Caroline Library, Inc. desire to engage the services of qualified firms to provide Wide Area Network / Internet Access as detailed below.

The primary goal of this RFP is to secure the most reliable, efficient, and cost effective WAN, Internet access service for students and teachers in CCPS and Caroline Library patrons while remaining in compliance with all rules, regulations, filing and application procedures and deadlines of the Universal Service Administrative Company, Schools and Libraries Division.

II. SCOPE OF WORK/SPECIFICATIONS

CCPS and Caroline Library Branches are accepting proposals for a Fiber Wide Area Network (WAN) to connect four school sites and administrative offices and four library branches. Proposals should also include a minimum 5000 Mbps of Internet Access, and the proposal should list options to increase internet bandwidth to 7,500 Mbps and 10,000 Mbps. Vendors may submit proposals on one or all requests of the RFP.

Because CCPS schools and Caroline Library Branches are often located proximate to each other, it may be economically advantageous to combine services in a single contract. Offerors for dark fiber and fiber purchase are requested to submit pricing for service from Caroline High School to each listed library branch taking into consideration co-located buried and pole routes. Library segment pricing should include construction from co-located routes to each branch and marginal increased costs for co-located buried and pole routes. Separate pricing for library segments will be considered an option during review. CCPS may award a contract for schools only.

CCPS will also consider Dark Fiber lease and Dark Fiber lease-to-own options specified in the Cost Summary section of this RFP. Bids for fiber purchase will also be considered. Bidders are encouraged to offer installment options for fiber purchase of three or four years.

For Dark Fiber lease and fiber purchase, offerors must estimate annual maintenance costs and outage repair estimates.

Specifications are not intended to eliminate any reputable manufacturer, brand, or offeror. Reference to manufacturers, brand names, Offerors catalog numbers, etc., is intended to set quality standards and does not exclude proposals from others as long as quality standards are met. Pictures, descriptions, and specifications shall accompany all proposals.

It will be the responsibility of the Vendor to secure all permits, right of ways and permissions of cell/water tower and pole owners in order to deliver connectivity to each segment requested.

Instructions to Offerors

E-RATE PROGRAM: CCPS participates in the Universal Service Program, otherwise referred to as the E-Rate program created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division. This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern telecommunications and information services. All or part of the services you provide under this contract must qualify for the E-Rate program. Offeror must acquire or have acquired a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company. For further information, go to the SLD website: www.sl.universalservice.org

SITE ADDITIONS/DELETIONS: CCPS reserves the right to add sites, upgrade service at sites, or delete service from sites as it deems in its best interest.

TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and offerors invoice. Itemized invoices, each bearing the purchase order number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

VENDOR SERVICE REPRESENTATIVE: The offeror must submit with its proposal the name, address, phone number and fax number of the person(s) to be contacted for questions, the placement of an order and/or the coordination of services.

SERVICE REQUIREMENTS: CCPS is in need of Managed Wide Area Network Services to connect two or three District school sites. If these requirements change in the future, CCPS reserves the right to upgrade service beyond these stated requirements and negotiate mutually agreeable pricing with the awarded contractor(s).

INTERNET CONNECTIVITY: CCPS is in need of Dedicated Broadband Internet access from the demarc located at 19155 ROGERS CLARK BLVD., MILFORD, VA 22514-2055. Currently, CCPS purchases 5000 Mbps of upload and download bandwidth. The vendor providing internet access must also provide 128 IPv4 addresses for the division to use outside of the division's network.

WARRANTIES: A minimum three (3) year warranty shall apply to all offeror furnished and installed parts, materials, supplies, and/or equipment excluding wiring. Wiring, both copper and fiber, will carry a five (5) year warranty. The warranty shall cover the cost of any and all parts, materials, supplies, and/or equipment as well as related labor required to return the system to its proper working condition. Parts pricing will be charged on a cost + or discount percentage off basis. Offeror must agree to provide CCPS during the term of this contract current parts price lists.

PERFORMANCE MEASUREMENT: To ensure that the customer satisfaction rate is 98% or better, CCPS shall perform periodic random samplings of the customers of CCPS through a web survey. The awarded contractor(s) will be asked to commit to an acceptable response and turnaround time as a performance parameter to this agreement.

Contractor will be audited during the contract to confirm that performance commitments are being met.

SERVICE LEVEL STIPULATIONS: Offeror will include in their proposal a written response to the items as listed below:

1. Offeror shall describe the Network Operations Center (NOC) that will support CCPS' network. Description shall include location, hours of operation, what trouble ticket software is utilized, and at what priority level of service (including level of entry) CCPS support calls (by phone, e-mail, or web) will be handled as in relations to other NOC customers.
2. Offeror shall describe what system they propose to use for CCPS's service change requests and/or request for information as to the status of CCPS's network operations.
3. Offeror shall describe any provisions for Quality of Service (QOS) to be provided. These QOS provisions should include, but not be limited to, connections and applications (voice, data and video).
4. Bidder shall provide documentation of personnel qualifications that will be providing the services under this contract to include Project Management Engineers and Technicians.
5. Offeror shall provide router/modem switches and devices that are current and supported by the Vendor. (At no time will CCPS accept or allow the awarded contractor to install end of life hardware or software). All Vendor supplied devices must be configurable with all devices currently on the CCPS WAN
6. Offeror shall describe their SNMP and TFTP access for CCPS technical personnel.
7. Offeror shall describe CCPS's access to current and historical utilization reports.
8. Offeror shall describe its Access list and QOS functionality management.
9. Offeror MUST include a network diagram.
10. Offeror must describe its monthly reporting capabilities which at a minimum should include a report for each site containing network jitter, latency and packet loss.
11. Offeror shall provide a detailed Service Level Agreement for CCPS's network, to include uptime, response time and bandwidth throughput guarantees.
12. Offeror must describe whether scheduled bandwidth services are committed rates.
13. Offeror shall indicate what bursting margins exist for each bandwidth category.
14. Offeror shall provide a list of other networks that they currently manage similar to CCPS's in size and scope.

Specifications

Wide Area Network (WAN)

- Provide leased WAN to connect all segmented sites listed in Attachment 1. Proposals must include options for full duplex, 10 Gbps connectivity speeds.
- The Vendor must also provide Layer 3 routing and Quality of Service (QoS) throughout the WAN segments to ensure highly reliable VOIP, data and video. If a fiber optic WAN is not cost effective, the Vendor may propose an alternate solution that will provide Full Duplex Service to the listed sites at 10GB. The Vendor may also propose a lease to own option.
- School Segment 1 CCPS WAN Caroline High School to Bowling Green Elementary School
- School Segment 2 CCPS WAN Caroline High School to Lewis and Clark Elementary School
- School Segment 3 CCPS WAN Caroline High School to Madison Elementary School
- School Segment 4 CCPS WAN Caroline High School to School Board Office
- Library Segment 1 Caroline High School to Bowling Green Branch
- Library Segment 2 Caroline High School to Dawn Branch
- Library Segment 3 Caroline High School to Ladysmith Branch
- Library Segment 4 Caroline High School to Port Royal Branch

Internet Access

Provide leased internet access services with a full-duplex 5,000 Mbps connection to the internet, which will be shared between all CCPS locations, with list pricing options for increasing bandwidth to full-duplex 7,500 Mbps and full-duplex 10,000 Mbps. Vendor must provide a centralized access point to the Internet demark located at 19155 ROGERS CLARK BLVD., MILFORD, VA 22514-2055 and then distribute access to education facilities through the CCPS WAN.

Availability of Services

The Vendor must be prepared to guarantee the availability of all services (Internet and WAN) at 98% as calculated by the following formula:

$$(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites}) - (\text{outage time in hours})$$

$$(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites})$$

The Vendor should also be prepared to guarantee the throughput of the network meets the quoted rate, taking into account normal network overhead, 98% of the time. Vendor must propose and CCPS must agree upon a throughput measurement tool to measure and ensure compliance with this requirement. The Vendor will be required to provide bi-monthly reports and ad hoc reports, as needed, to CCPS to enable CCPS to assess

network usage trends. Payment will not be made by the customer for network outage time that exceeds 2 percent on a per site basis.

System and services must be installed, tested, and fully operational to all specified sites at by 7:00 am, June 1, 2018. If the system is not operational by that time, the Vendor must provide alternative connectivity to all specified locations at the Vendor's cost. CCPS reserves the right to terminate the contract and reward services to the next qualified Vendor if the system and services are not available at the time and date specified above.

Service activation must be transparent and any down time required to activate the system and services must be approved by CCPS.

The Vendor must provide documentation on the resources they will use to manage monitor, and repair equipment and infrastructure at all locations.

CCPS reserves the right to cancel the contract with the Vendor for nonperformance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

Fiber Maintenance

1. **SCHEDULED MAINTENANCE.** "Scheduled Maintenance" means (a) routine maintenance and repair of the CCPS Fiber, Cable, and Access Points; (b) patrol of the CCPS Fiber, Cable, and Access Points on a regular basis; (c) maintenance of a "Call-Before-You-Dig" program and all required and related cable locates; (d) maintenance of sign posts, as permitted by the underlying right-of-way owner, along the subject Cable with the number of the local "Call-Before-You-Dig" organization and the "800" number for its "Call-Before-You-Dig" program if allowed by applicable state and local laws; (e) assignment of maintenance technicians and (f) periodic test of the fiber's transmit capacity without interruption of existing services. Subject to the other provisions contained in this Agreement, (Offeror) shall maintain (or cause to be maintained) any hut, collocation facility, or other structure used to house CCPS's Access Points, other than CCPS's equipment, materials, and facilities or other CCPS property.
2. **UNSCHEDULED MAINTENANCE.** "Unscheduled Maintenance" means non-routine maintenance, emergency repair, and restoration of the CCPS Fiber, Cable, Fibers, and Access Points not included in Scheduled Maintenance, namely, (a) "Emergency Unscheduled Maintenance" to repair and restore the CCPS Fiber and Cable in response to an alarm identification by either Party's OC (as defined below), notification by CCPS, or notification by any third Party of any imminent failure, interruption, or impairment in the operation of the CCPS Fiber or Cable, or to prevent failure, interruption or impairment of the CCPS Fiber or Cable in response to any event imminently likely to cause such failure, interruption, or impairment; and (b) Non-emergency Unscheduled Maintenance in response to any potential (although not imminent) service-affecting situation to prevent

any failure, interruption, or impairment of the operation of the subject Cable, Fibers, or Access Point.

3. **CCPS EQUIPMENT.** CCPS has exclusive control and responsibility to install, test, inspect, maintain, and repair all of its own equipment. Subject to the other provisions contained in this Agreement, the Maintenance Services hereunder shall not include maintenance, repair, or replacement of CCPS's optronics, electronics, optical or electrical equipment, or materials, facilities, or other equipment used by CCPS in connection with its use of the CCPS Fiber and Access Points. (Offeror) shall not be liable for any loss or damage attributable to any equipment of CCPS which malfunctions or is not installed, tested or maintained properly by CCPS.

Maintenance Charges

1. **ANNUAL CHARGE FOR SCHEDULED MAINTENANCE.** CCPS seeks proposals for annual scheduled maintenance for fiber segments based on route mile of installed fiber. The aggregate Annual Maintenance Charge for Scheduled Maintenance applicable to the CCPS Fiber and its total Annual Maintenance Charge for each Route Segment is set forth in Cost Summary in this section. The Annual Maintenance Charge shall be based exclusively on route miles of Fiber, and shall be irrespective of the number of Fibers CCPS has in any particular Route Segment.
2. **CHARGES FOR UNSCHEDULED MAINTENANCE.** The Parties agree that Annual Maintenance Charge does not cover restoration and/or emergency repair services (other than routine repair services) included within Unscheduled Maintenance, Fiber relocation, and other services not included within Scheduled Maintenance. CCPS seeks proposals for the cost unscheduled maintenance based on an average of one major fiber severance per year.

Maintenance Specifications and Requirements

OFFEROR OPERATIONS CENTER. (Offeror) shall itself or through a third party, operate and maintain an Operations Center ("OC") and have trained staff available twenty-four (24) hours a day, seven (7) days a week. (Offeror) shall have a maintenance employee or contractor available for dispatch twenty-four (24) hours a day, seven (7) days a week.

Scheduling; Response Parameters and Requirements

1. Offeror shall respond to any notice of any failure of the CCPS Fibers to be in accordance with the Fiber Specifications, whether or not causing any interruption of CCPS's use thereof (an "Outage"), as quickly as reasonably possible (allowing for reasonable delays caused by circumstances beyond Offeror's reasonable control) in accordance with the procedures of this Section 4, and, in any event, Offeror will use reasonable efforts to have a maintenance employee at the site requiring Emergency Unscheduled Maintenance activity for which it is responsible within two (2) hours after the time Offeror becomes aware of an event requiring such Emergency Unscheduled Maintenance. Offeror will restore the CCPS Fibers and the connections on the same priority as other communications services within (Offeror)'s service area; however, Offeror shall have no

liability to CCPS in the event Offeror or the underlying Grantor for the Route Segment is unable, due to the demands of restoring other priority services in that Grantor's service area, to comply with the timelines set forth in this agreement.

2. CCPS shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Offeror's ability to perform its obligations under this Agreement.
3. Offeror shall use reasonable efforts to remedy any problems related to the CCPS Fiber, Cable or Access Points as quickly as possible, except that restoration of open fibers on fiber strands among the CCPS Fiber not immediately required for service shall be completed in a mutually agreed upon manner and on a mutually agreed upon schedule. If any CCPS Fiber is not being utilized by CCPS, repairs may be scheduled for the next available Planned System Work Period ("PSWP"), which is a pre-arranged period of time reserved for performing certain work on the subject Cable that may potentially impact CCPS's communications traffic. If, at any time, it becomes apparent that an Outage as to any CCPS Fiber will extend beyond eight (8) hours, a manager or officer of each Party will work together to determine a plan to restore the subject Fibers as soon as possible.
4. Major system work (including fiber rolls and hot cuts on CCPS Fiber) will be scheduled during a PSWP. Generally, this will be restricted to weekends, avoiding the first and last weekend of each month and holidays of high communications traffic.
5. In the case of any permitted rerouting activities, Offeror shall notify CCPS at least thirty (30) days in advance of any voluntary rerouting activities and as soon as reasonably possible in the case of any involuntary rerouting activities if the subject rerouting activities are intended to require any interruption of service by CCPS related thereto.
6. Offeror's representatives responsible for initial restoration of a cut CCPS Fiber or Cable shall carry in their vehicles the appropriate equipment that would enable a temporary splice, with the objective of restoring CCPS's fiber operation as quickly as reasonably possible. Offeror shall maintain an inventory of spare cable in one or more storage facilities supplied and maintained by Offeror at strategic locations to facilitate timely restoration.
7. When correcting or repairing Cable discontinuity or damage, including in the event of Emergency Unscheduled Maintenance, Offeror shall use reasonable efforts to repair discontinuity having an impact on traffic within four (4) hours after Offeror's maintenance employee, contractor, subcontractor or designee arrives at the problem site. To accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. Offeror, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts. Offeror shall splice Fibers tube by tube or ribbon by ribbon or fiber bundle by fiber bundle, rotating between tubes or ribbons operated by the separate interest holders, including CCPS, provided that lit Fibers in all buffer tubes, ribbons or fiber bundles shall have priority over any dark fibers to allow transmission systems to come back on line; and provided further that Offeror will continue such restoration efforts until all lit Fibers in all buffer tubes or ribbons are spliced and all traffic restored. The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Within thirty-six (36) hours after completion of an Emergency Unscheduled Maintenance by Offeror, Offeror shall commence its planning for

permanent repair if applicable, and shall notify CCPS of such plans and shall implement and complete such permanent repair within such thirty-six (36) hours. Permanent restorations will take place as soon as practicable.

8. COOPERATION. Each Party agrees to work in a reasonably cooperative manner with the other Party to attempt to identify maintenance and repair problems in the CCPS Fiber, Cable, and Access Points. Without limiting the generality of the foregoing and in the event that any Scheduled Maintenance or Unscheduled Maintenance requires a traffic roll or reconfiguration involving the CCPS Fiber, Cable, electronic equipment or other facilities, then, upon reasonable request, the other Party shall make its personnel available as reasonably necessary to accomplish the maintenance, which personnel shall coordinate and cooperate with personnel of the other Party in performing such maintenance as required.
9. SPLICE ENCLOSURES. Neither Party shall open the splice enclosure of the other Party.
10. CONTRACTORS. Offeror may, in its reasonable discretion, contract for its performance of the Maintenance Services hereunder provided it shall require its contractors, subcontractors, and designees to perform in accordance with requirements and procedures at least as stringent as those set forth in this Agreement. The use of any such contractors, subcontractors, or designees shall not release Offeror from liability for any of its obligations under this Agreement.

Contact Information

Each Party shall provide the other Party with the names and telephone numbers of at least three (3) agents or representatives, in the order that the other Party shall attempt to contact them to perform Unscheduled Maintenance and to report and seek initial redress of exceptions noted in the performance in meeting maintenance requirements.

Implementation Schedule

The estimated schedule for selecting and awarding this contract:

Mailing/Posting of Request for Proposals	March 30, 2017
Facilities Site Visit 1:00 P.M. SBO	April 6, 2017
Submission of Questions by Proposers	April 20, 2017, 1:00 PM
Distribution of Responses to Questions	April 24, 2017
Opening of Proposals	May 5, 2017
Evaluation of Proposals	May 8, 2017
Interviews	May 8, 2017
Recommendation to School Board for Award	May 15, 2017
School Board Approval Date	May 15, 2017
Recommendation to Library Board for Award	May 2017
Library Board Approval Date	May 2017
First Day of Contract Service	July 1, 2017
School Segment Project Completion/Test Date	June 1, 2018
Library Segment Project Completion/Test Date	December 31, 2018

Site Addresses

SCHOOL SEGMENTS

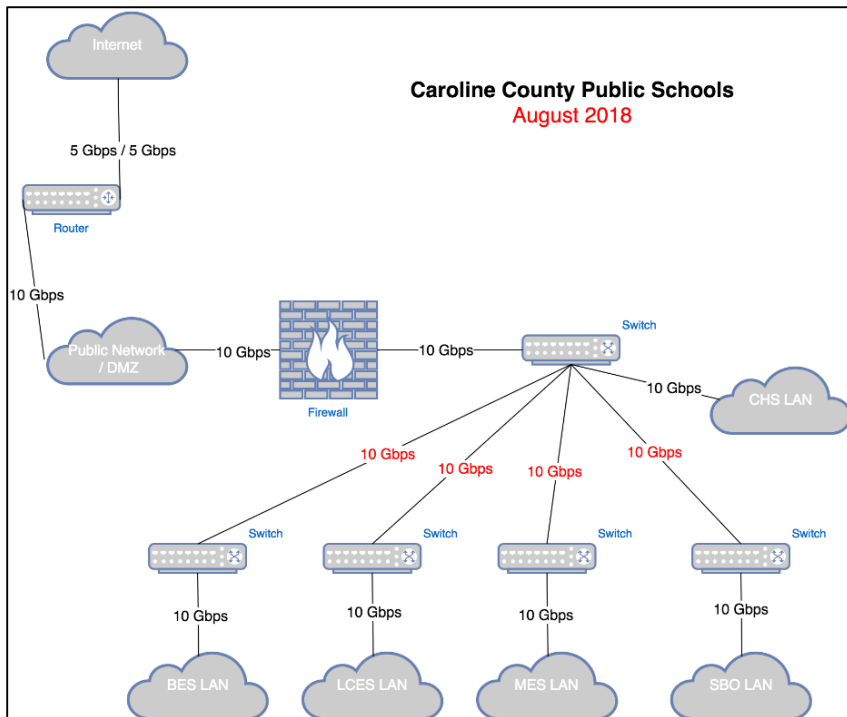
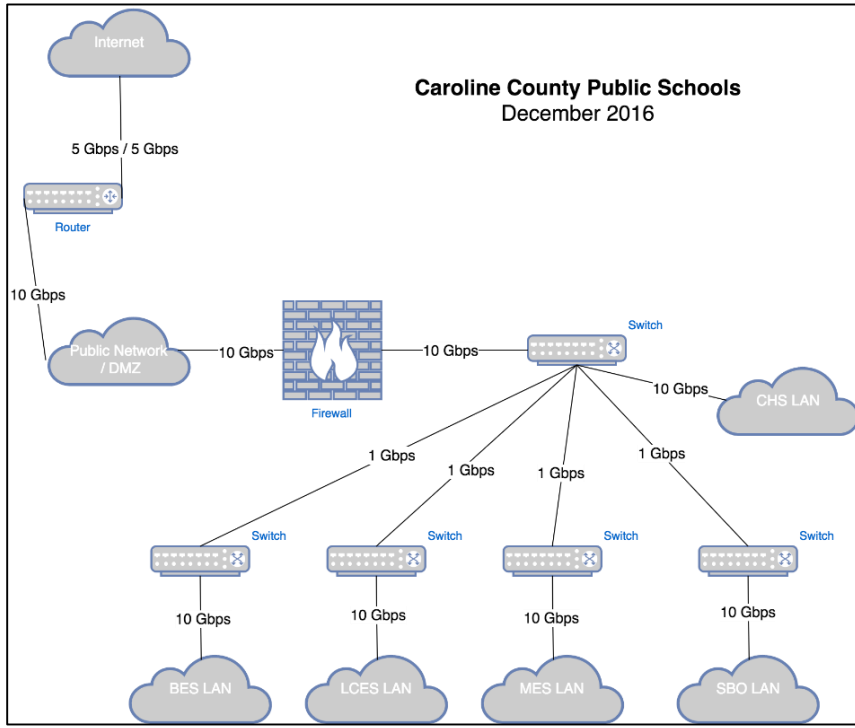
- Caroline County School Board Office (SBO)
16261 RICHMOND TPKE
BOWLING GREEN VA 22427-2203
- Caroline High School (CHS)
19155 ROGERS CLARK BLVD
MILFORD VA 22514-2055
- Bowling Green Elementary School (BES)
17502 NEW BALTIMORE RD
MILFORD, VA 22514
- Lewis and Clark Elementary School (LCES)
18101 CLARK AND YORK BLVD
RUTHER GLEN VA 22546-2892
- Madison Elementary School (MES)
9075 CHANCE PL
RUTHER GLEN VA 22546-3012

LIBRARY SEGMENTS

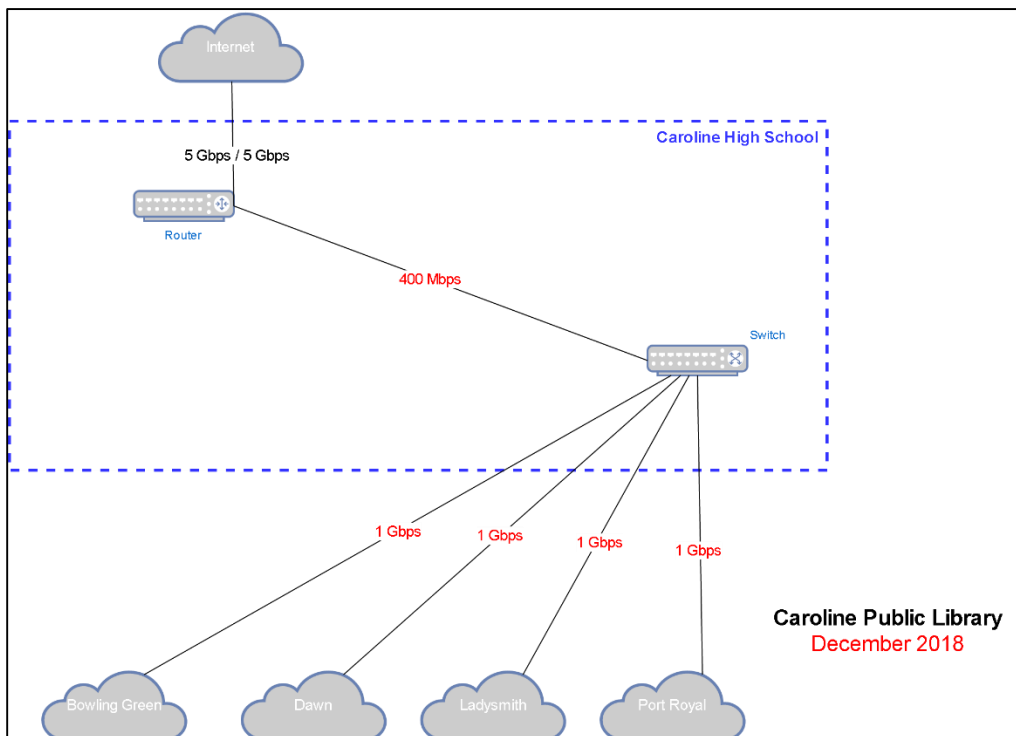
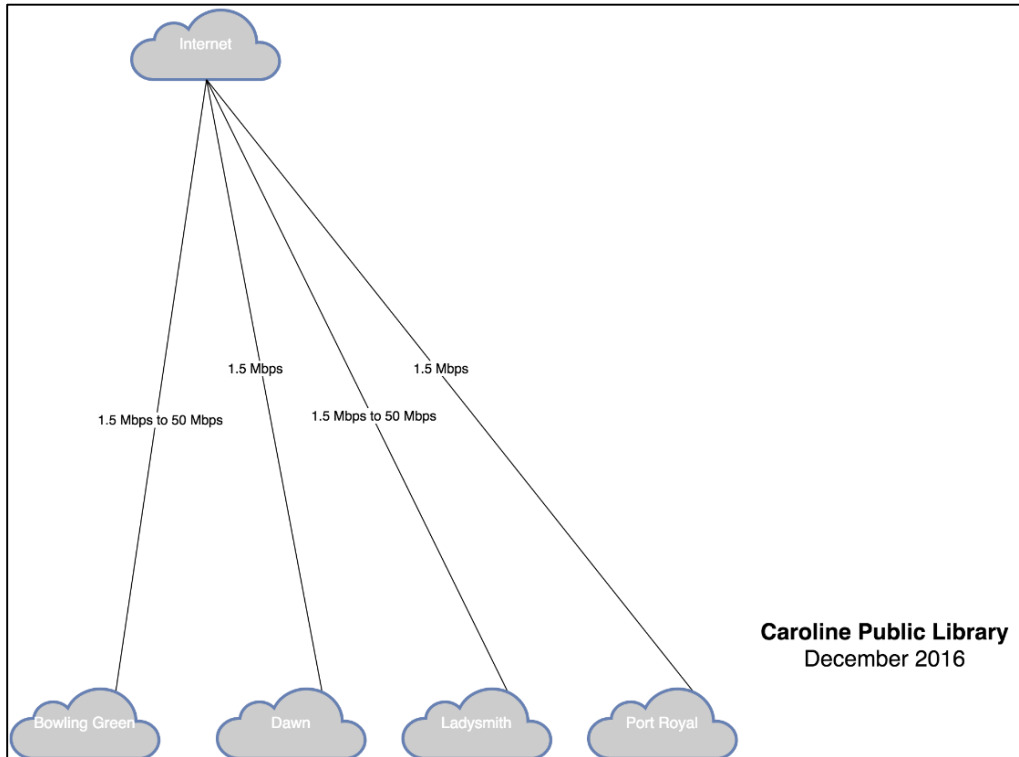
- Bowling Green Branch
17202 RICHMOND TURNPIKE
MILFORD, VA 22514
- Dawn Branch
31046 RICHMOND TURNPIKE
HANOVER, VA 23069
- Ladysmith Branch
7199 CLARA SMITH DR
RUTHER GLEN, VA 22546
- Port Royal Branch
419 KING STREET
PORT ROYAL, VIRGINIA 22535

Current and Desired Configurations

SCHOOL SEGMENTS



LIBRARY SEGMENTS



Cost Summary

Internet Access

3 year Contract Provide Internet Access to the Caroline High School demark. (Proposal should include a technical summary about connectivity.)	Monthly/Annual Costs	One-time Installation or Setup, if any
5000 Mbps	\$	\$
7500 Mbps	\$	\$
10 Gbps	\$	\$
Medium type _____		

Wide Area Network

3 year Contract Provide Wide Area Network to School Segment 1 Caroline Middle to Caroline HS. (Proposal should include a technical summary about connectivity.)	Dark Fiber Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$	\$	\$
Medium type _____			

3 year Contract Provide Wide Area Network to School Segment 2, Bowling Green Elementary to Caroline HS (Proposal should include a technical summary about connectivity.)	Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$		\$
Medium type _____			

3 year Contract Provide Wide Area Network to School Segment 3, Lewis and Clark Elementary to Caroline High School (Proposal should include a technical summary about connectivity.)	Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$		\$
Medium type _____			

3 year Contract Provide Wide Area Network to School Segment 4, Madison Elementary to Caroline High School (Proposal should include a technical summary about connectivity.)	Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$		\$
Medium type_____			

Library Segments

3 year Contract Provide Wide Area Network to Library Segment 1 Bowling Green Branch to Caroline High School. (Proposal should include a technical summary about connectivity.)	Dark Fiber Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$	\$	\$
Medium type_____			

3 year Contract Provide Wide Area Network to Library Segment 2 Dawn Branch to Caroline High School. (Proposal should include a technical summary about connectivity.)	Dark Fiber Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$	\$	\$
Medium type_____			

3 year Contract Provide Wide Area Network to Library Segment 3 Ladysmith Branch to Caroline High School. (Proposal should include a technical summary about connectivity.)	Dark Fiber Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$	\$	\$
Medium type_____			

3 year Contract Provide Wide Area Network to Library Segment 3 Port Royal Green Branch to Caroline High School. (Proposal should include a technical summary about connectivity.)	Dark Fiber Annual Costs	Lit Fiber Annual Costs	One-time Installation or Setup, if any
10 Gbps	\$	\$	\$
Medium type_____			

Self-Provision Construction Installment Payments

WAN Connectivity, 6 or 12 Strands Segment 1, Caroline Middle to Caroline HS (Proposal should include a technical summary about WAN connectivity.)	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

WAN Connectivity, 6 or 12 Strands Segment 2, Bowling Green Elementary to Caroline HS (Proposal should include a technical summary about WAN connectivity.)	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

WAN Connectivity, 6 or 12 Strands Segment 3, Lewis and Clark Elementary to Caroline High School (Proposal should include a technical summary about WAN connectivity.)	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

WAN Connectivity, 6 or 12 Strands Segment 4, Madison Elementary to Caroline High School (Proposal should include a technical summary about WAN connectivity.)	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 1, Caroline Middle School to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 2, Bowling Green Elementary to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 3, Lewis and Clark Elementary to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 4, Madison Elementary to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Library Self-Provisioned Segments

WAN Connectivity, 6 or 12 Strands Segment 1, Bowling Green Branch to Caroline HS	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

WAN Connectivity, 6 or 12 Strands Segment 2, Dawn Branch to Caroline HS	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

WAN Connectivity, 6 or 12 Strands Segment 3, Ladysmith Branch to Caroline High School	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

WAN Connectivity, 6 or 12 Strands Segment 4, Port Royal to Caroline High School	12 Strand Costs	6 Strand Costs	One-time Installation or Setup, if any
1 Year Installment	\$	\$	\$
2 Year Installment	\$	\$	\$
3 Year Installment	\$	\$	\$
4 Year Installment	\$	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 1, Bowling Green Branch to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 2, Dawn Branch to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 3, Ladysmith Branch to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Annual Maintenance costs for Self-Provisioned Fiber Segment 4, Port Royal Branch to Caroline High School	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

Unscheduled Maintenance (one severance per year)	12 Strand Costs	6 Strand Costs
1 Year	\$	\$

III. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals, in one (1) original, one (1) CD ROM, and five (5) copies, marked Wide Area Network / Internet Access will be received no later than 2:00 PM, Local Time Prevailing, on May 5, 2017, in:

16261 Richmond Turnpike, Bowling Green, Virginia 22427
2. Mark the outside of the envelope with **RFP# 03302017-1400** and proposal subject, Wide Area Network / Internet Access.
3. Proposals and/or any addenda received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the School Board from requesting additional information at any time during the procurement process.
4. In the event that the School Board offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
5. If you are an individual with a disability and require a reasonable accommodation, please notify the School Board at 804-633-5088 extension 1105, three working days prior to need.
6. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
7. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the Offeror. All proposals submitted without such signature will not be considered.
8. Proposals shall not be accepted by fax or E-mail.

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, Offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the School Board.
3. The School Board encourages proposals that provide innovative alternatives to addressing its existing needs as described in the solicitation. 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.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
 - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the Offeror's proposal. The executive summary should identify the primary contact for the Offeror including name, address, telephone number and e-mail address.
 - c. A detailed description of the services to be provided which addresses each of the topics listed in the section II, Scope of Work. Clearly state your ability to meet or exceed the requested services.
 - d. Statement of Qualifications and Capacity of firm to provide services required. The Offeror should include a description of the organizational and staff experience as it relates to meeting the School Board's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
 - e. Key Individuals – The Offeror should provide a list of key individuals to be assigned to the School Board's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
 - f. Offerors should describe in detail the manufacturer's authorized/certified warranty and non-warranty services to be provided under this proposal. Included in this narrative should be

a description of the service/warranty call process for warranty/non warranty service and expected service response times and hours of operation.

- g. References - All Offerors should include a list of a minimum of five (5) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The School Board reserves the right to contact references other than, and/or in addition to those furnished by an Offeror. References may or may not be reviewed or contacted at the discretion of the School Board.
- h. Cost of each good/service listed in the Pricing Schedule.

IV. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. Each Offeror is responsible for obtaining all addenda posted at the School Board's website or by calling 804-633-5088 extension 1105. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** Notwithstanding all other provisions, the School Board shall be bound by the contract only to the extent that, in the School Board's opinion, there are funds appropriated for and available to perform its obligations hereunder, from all applicable federal, state and local sources.
- C. Assignment of Contract:** The School Board and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the School Board. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the School Board, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the School Board and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the School Board and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The School Board shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the School Board to the Contractor pursuant to this contract. The School Board's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the School Board prior to work being performed.

- F. Contractor Background Checks:** In order to preserve the integrity and security of School Board operations, contract workers may be required to undergo a criminal background check conducted by the School Board. The School Board will conduct these checks for any worker it believes will have unsupervised access to School Board designated Security Sensitive areas or to students and their identifiable information. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for the School Board.
- G. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any Offeror organized as a stock or nonstock 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 Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal statement describing why the Offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The School Board may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**
- H. 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 his own expense, defend any and all actions or suits charging such infringement, and will save the School Board, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- I. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the School Board may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the School Board for any resulting additional purchase and administrative

costs. This remedy shall be in addition to any other remedies which the School Board may have.

J. Drug Free Workplace: (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

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 CCPs for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- K. Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.
1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or CCPS for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 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 shall 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.
- L. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation.
- M. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) The School Board does not discriminate against faith-based organizations.
- N. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the School Board.
- O. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Caroline County.
- P. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- Q. Indemnification:** The Contractor shall hold harmless and indemnify the School Board and its officers, officials, employees, and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- R. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the School Board given in the same manner and form as the original signing of the contract.
- S. Online Terms of Service:** The Offeror shall submit Terms of Service with the proposal for any online activity (i.e., hosted, online, portal, website, support site, etc.) that are required to use or support the product or service being provided.
- T. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the School Board, the School Board shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the School Board, take the following actions:

1. 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 that contract; or
 2. Notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- U. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- V. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a Offeror, Offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror, Offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

- W. References:** If requested, the Offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The School Board may contact all references furnished by Offerors. The right is further reserved by the School Board to contact references other than, and/or in addition to, those furnished by the Offeror.
- X. Sensitive Information Handling:** Any information in the possession of the School Board which is specific to an employee, student, including education and/or scholastic records, citizen, School Board business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from School Board facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the School Board facility, or utilize strong encryption methods such as AES with a minimum key size of 128, but a preference for 256 or higher. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the School Board. Any access to School Board information by contract workers from outside the School Board intranet shall be in accordance with existing School Board policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the School Board.
- Y. Termination:** It shall be the sole right of the School Board to terminate the contract upon written notification to the Contractor.
- Z. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the School Board may:
1. After providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The School Board may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor; or
 2. Terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the School Board, the Contractor shall not be entitled to receive any further payment from the School Board until completion of the work has occurred. After completion of the work, the School Board shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the School Board to

complete the work. If the cost incurred by the School Board to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the School Board and, instead, the Contractor shall pay to the School Board the difference between the unpaid balance due and the School Board's cost to complete the work.

- AA. Waiver of One Breach Not Waiver of Others:** No waiver by the School Board or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.
- BB. Taxes:** The School Board is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, the School Board will furnish the Successful Offeror with tax exemption certificates or the School Board's tax exempt number.
- CC. Debarment Status:** By submitting their offers, Offerors certify that they are not currently debarred from submitting proposals on contracts in the Commonwealth of Virginia for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- DD. Antitrust:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the School Board all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the School Board under said Contract.
- EE. Compliance with All Laws:** The Successful Offeror shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, the Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

V. SPECIAL TERMS AND CONDITIONS

A. Contact with Students: As required by Section 22.1-296.1 of the *Code of Virginia*, Offerors who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (**SEE ATTACHMENT B**). Any person making a materially false statement regarding any such offense 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 and, when relevant, the revocation of any license required to provide such services.

B. Contract Term/Contract Renewal/Contract Extension

1. Contract Term

A contract will be awarded for an initial 36-month period (July 1, 2017 – June 30, 2020) contingent upon approval of E-rate funding availability on an annual basis, with the school system having the option of two one year extensions July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022. CAROLINE COUNTY PUBLIC SCHOOLS will exercise options at their discretion provided pricing remains the same as originally agreed upon, Vendor continues to meet all other requirements, the school system continues to be funded through the E-rate program, and when executing the Options does not violate bid laws or E-rate guidelines.

C. Vendor Qualifications/Responsibilities

Vendors wishing to submit a response to this RFP must meet and agree to, at a minimum, but, not limited to, the following requirements and submit proof of meeting these requirements with proposals:

1. Vendor must maintain eligibility to participate as a service provider in the E-Rate program through the term of the contract.
2. Vendor must meet USAC requirements for telecommunications provider, or internet service provider, or service provider, as applicable, for the term of the contract.
3. Vendor must maintain "Green Light" status with the Federal Communications Commission (FCC) for the term of the contract. If the Vendor receives a "Red Light" status with the FCC during the term of the contract, the Vendor must immediately notify CCPS.
4. Vendor must have a Telecommunications Provider SPIN designation if bidding Telecommunications services.

5. Vendor must have at least three years' experience in implementation and support of WAN/Internet Bandwidth operations in a K-12 environment in Virginia.
6. All Vendors submitting a proposal are responsible for understanding USAC and FCC E-Rate eligibility rules and are required to identify any costs, fees, products, or proposed uses that do meet the rules of eligibility for E-Rate funding and should be filed as ineligible fees/charges.
7. To ensure prompt response time, Vendor must have offices located in the State of Virginia and within 175 miles of the Caroline County School Board Office.
8. Vendor must be able to provide remote support of the entire system.
9. Vendor must ensure that any disruption of service whether by fiber cuts or equipment failure is restored within 24 hours of the service disruption.
10. Vendor must be able to provide on-site maintenance using experienced and qualified personnel.
11. Vendor must provide a network diagram and description of the network design including transport speeds between each location.
12. Vendor must submit at least three references from K-12 school divisions that can verify successful completion of similar projects (WAN\Internet).
13. Vendor must provide a toll free number for technical support, which at a minimum, must be available Monday through Friday, from 7:00 am to 5:00 pm.
14. Vendor must provide a transition\implementation plan clearly defining and describing the activities and timelines necessary to complete implementation of each of the services (WAN, Internet) at all of the requested sites. If the vendor cannot meet the June 15 service turn-up date, the vendor will work with the current vendor to provide and pay for continuing service until the vendors' service is activated.
15. It is understood that, except as otherwise specifically stated in this RFP, the Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by the Vendor.
16. The Vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the Vendor's expense. Labor shall include all restoration (leveling, sodding) of grounds broken up during the installation of this network.
17. The Vendor and its representatives shall follow all applicable school district regulations while on CCPS property, including, but not limited to no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless permission is given by the Principal or person in charge. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with the Vendor's logo clearly visible.
18. Vendor must maintain compliance with the specifications of this RFP throughout the life of any awarded contract.
19. For fiber purchase Vendor must include itemized per foot costs for: fiber cable, fiber placement on poles, buried fiber, structural material (conduit, splicing, pole

attachments, hand holes, etc.), and installation of structural materials. All items must be expressed in average cost per foot.

20. For fiber purchase Vendor must include detailed route diagrams for each leg proposed using commercially available mapping applications such as Google Maps, Map Quest, etc.
21. For fiber purchase Vendor must include an estimate for maintenance on an annual basis to include routine maintenance and contingencies for fiber cuts and natural disasters. Estimates must be based on previous Vendor experience for maintenance and repair of fiber WAN installations.

D. Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the School Board will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the School Board. The certificate of insurance does not need to accompany the proposal.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and Caroline County School Board from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect Caroline County School Board, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the School Board and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability \$1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation Virginia Statutory limits
4. Employers' Liability \$100,000 each accident
5. Umbrella/Excess Liability \$5,000,000

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names “the Caroline County School Board, its officers, employees, and agents” as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the School Board;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:

Caroline County School Board
16261 Richmond Turnpike, Bowling Green, Virginia 22427

- E. Negotiating Contract Reductions:** The School Board reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the School Board at the time of contract execution/issuance of the purchase order. The School Board may initiate such negotiations whenever the School Board determines that it is in the School Board’s best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the School Board may terminate the contract/purchase order immediately and without penalty if the School Board is unable to renegotiate the compensation with the Contractor to an amount which the School Board determines to be appropriate.
- F. Presentation/Demonstration:** If in the opinion of the School Board, Offeror’s presentations or demonstrations of their proposal and capabilities are warranted, the School Board will notify the appropriate Offeror(s). Such presentation or demonstration shall be at the School Board office, shall be at a date and time mutually agreed to between the School Board and Offeror(s), and shall be at the Offeror’s expense.
- G. Site Visits:** Site visits may be conducted by Offerors if it is deemed necessary by the School Board.
- H. Training:** Pricing shall include the services for onsite training between the hours of 8:00 a.m. to 4:00 p.m. Scheduling for training must be coordinated with designated School Board staff. Costs associated with training shall be included with the proposal pricing.
- I. Travel:** The School Board shall not be liable for any reimbursement costs associated with travel.

VI. PRICING SCHEDULE

Offerors should provide a complete cost proposal of all labor, materials, equipment, documentation, training, technical support, and supplies necessary to install, implement, and support the Wide Area Network / Internet Access.

- A.** Offeror should provide as an attachment, a detailed cost breakdown to include but not limited to:
1. Equipment
 2. Installation
 3. Other Services (Support, Implementation, Training, etc.)
- B.** Payment Schedule – Provide a proposed deliverable based, payment schedule

VII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
Relevant experience, qualifications, and track record in providing the goods/services outlined in this RFP.	20 Percent
References from other customers with requirements similar to those of CAROLINE COUNTY PUBLIC SCHOOLS.	25 Percent
Knowledge of the facilities/work to be covered under this contract and experience working with the CAROLINE COUNTY PUBLIC SCHOOLS.	15 Percent
Financial price proposal and relevant terms including discounts, service charges, hourly rates, and overall cost.	30 Percent
The flexibility of services and the outline of proposal.	10 Percent

In addition to evaluating the Offeror's proposal as submitted, the School Board may make such reasonable investigations and evaluations as deemed proper and necessary to

determine the ability/capability of the Offeror to perform the services/furnish the goods. Such investigations may include checking client references, the Offeror's fiscal responsibility (current Dunn and Bradstreet "Business Information Report", other equivalent independent study, or audited financial statements, etc.); on-site visitations to inspect and/or assess the Offeror's physical facilities and other capabilities; documentation that Offeror is licensed under applicable laws of the Commonwealth of Virginia; certification of other Offeror claims; and/or contract references. The Offeror agrees to cooperate and shall furnish to the School Board all such reasonable information/data and/or access for this purpose as may be requested. The School Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the School Board that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

If, in the School Board's opinion, clarifications or presentations of the Offeror's proposed services and/or goods' features and capabilities are warranted for the purpose of obtaining additional information or clarification, the School Board will notify the appropriate Offerors. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session and may or may not include the opportunity for initial negotiations should the School Board so determine. Oral presentations are strictly at the option of the School Board and may or may not be conducted. Therefore, proposals should be comprehensive, competitive, and complete.

The School Board reserves the right to reject any or all proposals and to waive any informalities or regularities. The Offeror's submission of a proposal is recognition of this right. In addition, the School Board reserves the right to fund (proceed with project or purchase) or not to fund regardless of E-Rate approval.

The School Board reserves the right to choose one or more Offerors to provide the services listed in the RFP. The School Board further reserves the right to accept proposals in whole or in part, therefore having the flexibility to select equipment and services that best meet the needs of the School Board. Offerors may respond to all or part of the RFP. Proposals should list each item separately.

VIII. AWARD PROCEDURE

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal.

Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the School Board shall select the Offeror which, in its opinion, has made the best proposal and award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror. Should the School Board 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. Any contract resulting from this RFP will be publicly posted for inspection at the address listed on the cover of this RFP.

ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information

The Offeror shall check one of the following. The Offeror is:

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

_____ **-OR-**

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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 Offeror's out-of-state location) **-OR-**

an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror'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*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an Offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the School Board reserves the right to determine in its sole discretion whether to allow such waivers):

ATTACHMENT B – CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Contractor

By: _____

TITLE

A contract will be awarded for an initial 36-month period (July 1, 2017 – June 30, 2020) contingent upon approval of E-rate funding availability on an annual basis, with the school system having the option of two one year extensions July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022. CAROLINE COUNTY PUBLIC SCHOOLS will exercise options at their discretion provided pricing remains the same as originally agreed upon, Vendor continues to meet all other requirements, the school system continues to be funded through the E-rate program, and when executing the Options does not violate bid laws or E-rate guidelines.