VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

REQUEST FOR PROPOSAL

ISSUING OFFICE

Office of Procurement Services
2512 George Mason Drive, Room 210
Virginia Beach, Virginia 23456
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THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

RFP NUMBER: 5210
RFP NAME: Internet Services
ISSUE DATE: September 9, 2026
RESPONSE DEADLINE: October 9, 2026, 2:00PM EST
FCC Form 470 Filing # 270000184

Questions about this RFP should be addressed to:

Dane Lester, CPPB, CPPO
Dane.Lester@vbschools.com
757-263-1165

THE FOLLOWING SECTION MUST BE EXECUTED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY.

Company Name:_____ **Federal I. D. #:**_____

Address:_____ **Phone Number:**_____

_____ **Fax Number:**_____

Person Quoting:_____ **Date:**_____
(printed or typed)

Signature:_____ **Email :**_____

By initialing below, the Offeror confirms that they have received, read, and acknowledge all addenda issued for this solicitation (if any). **Offeror Initials:** _____

TABLE OF CONTENTS

1. PURPOSE 3
2. BACKGROUND 3
3. STATEMENT OF NEEDS 3
3.1 NETWORK OVERVIEW AND SERVICE LOCATIONS 3
3.2 MINIMUM INTERNET SERVICE REQUIREMENTS 4
3.3 GENERAL SERVICE REQUIREMENTS 6
3.4 COST STRUCTURE AND PRICING REQUIREMENTS 7
4. E-RATE PROGRAM REQUIREMENTS AND CERTIFICATIONS 7
4.1 E-RATE PROGRAM PARTICIPATION AND FUNDING CONTINGENCY 7
4.2 SERVICE PROVIDER ELIGIBILITY: SPIN, FRN, AND FCC GREEN LIGHT STATUS 8
4.3 LOWEST CORRESPONDING PRICE (LCP) 8
4.4 FCC SUPPLY CHAIN COMPLIANCE 8
4.5 SEPARATION OF E-RATE ELIGIBLE AND INELIGIBLE COSTS 8
4.6 SPECIAL CONSTRUCTION COST DETAIL AND COST-PER-FOOT SUPPORT 8
4.7 INVOICING AND DISCOUNT BILLING (BEAR AND SPI) 8
4.8 FORM 471 BILL OF MATERIALS AND SERVICE SUBSTITUTIONS 9
4.9 IMPLEMENTATION, ACCEPTANCE, AND COMMENCEMENT OF BILLING 9
4.10 CONTRACT TERM ALIGNMENT AND CO-TERMINUS CIRCUITS 9
4.11 NO TERMINATION OR SERVICE CHANGE FEES 9
4.12 BANDWIDTH GROWTH WITHOUT TERM EXTENSION 9
4.13 SINGLE POINT OF RESPONSIBILITY 10
4.14 PRECEDENCE OF DISTRICT TERMS 10
5. PROPOSAL INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS 10
5.1 ISSUING OFFICE 10
5.2 PROCUREMENT TIMELINE 10
5.3 CONTRACT PERIOD AND RENEWAL 10
5.4 QUESTIONS AND CLARIFICATIONS 11
5.5 ADDENDA AND RFP MODIFICATIONS 11
5.6 CONFIDENTIALITY OF PROPOSALS AFTER CLOSING 11
5.7 PLANHOLDER REGISTRATION 11
5.8 TAXPAYER IDENTIFICATION AND CERTIFICATION (FORM W-9) 11
5.9 CONTRACTOR AND EMPLOYEE BACKGROUND CERTIFICATION 12
5.10 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION 12
5.11 PROPOSAL SUBMITTAL AND PREPARATION 12
5.12 EVALUATION AND SELECTION PROCESS 15
5.13 ALTERNATES / EXCEPTIONS 16
5.14 AWARD 16
5.15 PROTEST OF AWARD OR DECISION TO AWARD 16
6. GENERAL TERMS AND CONDITIONS 17
6.1 FIRM PRICING 17
6.2 COOPERATIVE AGREEMENT 17
6.3 EMPLOYMENT OF UNAUTHORIZED ALIENS 17
6.4 ANTI-COLLUSION CLAUSE 18
6.5 ANTI-TRUST 18
6.6 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT 18
6.7 CONFLICT OF INTEREST 18
6.8 PROPOSAL BINDING FOR ONE HUNDRED AND TWENTY (120) DAYS 18
6.9 PROPRIETARY INFORMATION / DISCLOSURE 19
6.10 HOLD HARMLESS/INDEMNIFICATION 19
6.11 EXAMINATION AND CONDITIONS OF WORK 19
6.12 DISPOSITION OF PROPOSALS 20
6.13 INSURANCE 20
6.14 SAMPLE CONTRACT 20
7. CONTRACTOR BACKGROUND CERTIFICATION FORM 21
8. REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION – SUBSTITUTE FOR FORM W-9 22

VIRGINIA BEACH CITY PUBLIC SCHOOLS
Request for Proposal 5210

1. PURPOSE

The **School Board of the City of Virginia Beach**, also known as **Virginia Beach City Public Schools (VBCPS)**, is requesting proposals from qualified individuals or organizations (hereinafter referred to as **Offeror**, **Successful Offeror**, or **Contractor**) to provide Internet Services and, if applicable, Distributed Denial of Service.

This assistance shall include, but is not limited to, the services outlined in the **Statement of Needs**, along with the timely reporting of information as requested by VBCPS.

VBCPS invites any qualified Offeror to submit a proposal. Offerors must be responsible, regularly and actively engaged in providing the requested services, and possess the resources and capacity to perform the work effectively.

2. BACKGROUND

Virginia Beach City Public Schools (VBCPS) serves over 63,000 students across 86 schools in the city of Virginia Beach, supported by approximately 10,000 full-time and 4,000 part-time employees. In support of Technology initiatives, VBCPS is seeking Internet Services to provide network services for digital learning and computer use. The RFP is intended to identify qualified Offerors who can deliver high-quality solutions, demonstrate relevant experience, and provide timely reporting to meet VBCPS objectives.

3. STATEMENT OF NEEDS

3.1 NETWORK OVERVIEW AND SERVICE LOCATIONS

Virginia Beach City Public Schools (VBCPS) requires a minimum of 20 Gbps of Symmetrical aggregate Internet connectivity to support its schools. Internet connectivity is part of the District's critical infrastructure, and the District has no tolerance for network downtime. Operationally, the District runs a dual-hub network model, with a 10 Gbps symmetrical circuit connecting into each of its two data centers. Traffic is load-balanced across schools and routed to the appropriate circuit based on operational need.

The circuits shall be terminated at the district demarcation point at each of the following locations:

Location 1 – To be Evaluated First
School Administration Building (SAB) Room# 120
2512 George Mason Drive
Virginia Beach, VA 23456

Location 2 – To be Evaluated After Location 1
Corporate Landing Data Center (CLDC) Room # 106
1597 Corporate Landing Parkway
Virginia Beach, VA 23454

The District seeks network resiliency and aims to reduce single points of failure across its two locations. Bidders may propose service for both locations or a single location. Proposals that offer diverse upstream connectivity, physically diverse paths/entrances, and/or independent network infrastructure will be favorably evaluated.

The District will conduct separate, independent evaluations for each circuit. The cost of eligible goods and services will be the most heavily weighted evaluation factor at each location, with technical approach and network resiliency also weighing significantly. Because the District places a strong preference on achieving the most resilient overall solution, the two circuits will be evaluated using slightly different scoring matrices. For the Location 2 circuit, one evaluation factor is the incremental network resiliency the proposed circuit adds relative to the circuit selected for

Location 1 — that is, whether the proposed Location 2 circuit increases or decreases overall network resiliency compared with a scenario in which the Location 1 circuit alone were selected. It is the intent of the District to award the Location 2 circuit to the highest scoring Offeror at that location. However, the District reserves the right to award Location 2 to the second highest scoring Offeror at that location where doing so is in the best interest of the District. In that event, and in that event only, the District will not seek E-Rate funding for the Location 2 circuit.

The District is not requiring services from more than one provider but will evaluate the degree of network diversity and redundancy offered in each proposal. Proposals should clearly explain how an Offeror's design meets the requirements of this RFP.

VBCPS owns and uses a /23 IPv4 address block that must be supported as part of the proposed service. Service providers operating BGP routers must accept VBCPS prefix advertisements (prefix sizes /23 and /24) and propagate them upstream. The selected service providers shall be capable of providing an initial 10 Gbps of symmetrical Internet bandwidth at each location, with the ability to increase or decrease bandwidth at VBCPS's request at any point during the school year or contract term to accommodate changing operational needs, up to a maximum of 20 Gbps. It is critical that the Service Provider be able to increase bandwidth logically, without construction or equipment replacement at the time of the VBCPS request. The cost of any vendor-owned customer premises equipment (CPE) needed to support up to 20 Gbps must be included in the monthly recurring cost shown on Pricing Schedule, Attachment B. Requested bandwidth upgrades shall be completed within the interval stated in Section 4.12.

Any bandwidth adjustment shall be billed on a prorated basis, with charges reflecting the actual period during which the increased or decreased bandwidth is in effect. If the exact bandwidths listed are not available, Offerors should include their closest comparable service level meeting the minimum stated range. Beginning with Location 1, the evaluation team will compare the cost of that comparable offering directly against other Offerors' bids at the requested bandwidth, and will do the same at Location 2. This comparison will be made even where the comparable service level exceeds the bandwidth requested.

Unless explicitly stated in this RFP, VBCPS is not requesting additional services, such as IP addresses or basic firewall services.

3.2 MINIMUM INTERNET SERVICE REQUIREMENTS

The Offeror shall provide dedicated Internet service consisting of a minimum of 10 Gbps of symmetrical non-throttled, non-filtered Internet connectivity at each awarded location, together with all equipment necessary to support the requested bandwidth. No offer will be accepted for an initial bandwidth of less than 10 Gbps per circuit. The service shall scale logically to at least 20 Gbps through configuration changes only, without requiring equipment replacement, additional construction, or other physical infrastructure modification. All equipment and transport furnished by the Offeror shall pass and route both IPv4 and IPv6 VBCPS traffic. The requirements and service features described in the following subsections are integral components of the Internet Services and shall be included in the Offeror's proposed solution.

3.2.1 SERVICE LEVEL AGREEMENT (SLA)

Offers will be evaluated against the following service level parameters:

Circuit Uptime / Availability	99.99%
Packet Loss	< 0.1%
Latency (Regional/Local)	< 15 ms
Latency (Continental / US National)	< 40 ms
Latency (Global / Transatlantic)	< 80 ms
Jitter	< 1.5 ms
Mean Time to Repair (MTTR)	4 Hours

The District desires SLAs that meet or exceed these requirements. The District has a strong preference for SLAs that are tied to service credits for outages or non-compliance, using a simple, clearly defined methodology for calculating those credits.

In their response, Offerors shall explain how their proposed service meets each of the SLA parameters above, and shall clearly state whether each parameter represents a firm, contractually binding commitment or a best-effort target. Offerors shall also describe any remuneration, service credit, or other remedy provided when an SLA parameter is not met.

> Offerors must certify that they will meet a minimum service level objective of 99.99% network service availability. Proposals must include details of service billing reimbursement and restoration plans for outages lasting longer than thirty (30) minutes and for service that fails to meet the stated service level objectives.

Offerors must include 24x7x365 active monitoring of the network as part of the contract.

3.2.2 OUTAGE RESPONSE AND RESTORATION

- Mean time to repair shall not exceed four (4) hours for a service interruption caused by component failure, or eight (8) hours for a service interruption caused by fiber damage.
- Offerors must perform outage maintenance after normal business hours.
- VBCPS will allow for brief prearranged outages during off-hours for maintenance between the hours of 1:00 A.M. EST and 5:00 A.M. EST.

3.2.3 MAINTENANCE, ORDERING, AND ACCOUNT SUPPORT

- Any scheduled maintenance required during the school day shall be approved by the VBCPS contract administrator before any maintenance work is performed.
- Offerors must provide detailed ordering and trouble reporting procedures.
- Offerors must provide a dedicated account representative that will be act as an advocate for VBCPS.

3.2.4 DEMARCATION AND SERVICE HANDOFF

This RFP requests bids for Internet Access service at the two (2) separate district demarcation points identified in Section 3.1 and in Attachment B –Pricing Schedule. Offerors may submit pricing for one or both locations. Each location will be evaluated and awarded independently in accordance with the criteria and point allocations stated in Section 5.12.

All solutions shall terminate service at the district demarcation point within the building identified for each location, generally the MDF. Solutions that deliver service only to the property line, building entrance, or any other point short of the designated demarcation will be deemed non-responsive. The Offeror shall describe the exact demarcation configuration included in its base pricing, including the make and model of any provider-owned customer premises equipment, mounting and power requirements, handoff media and connector type, and the number of handoff ports provided.

Unless the Offeror currently provides service to the designated demarcation point at a given location, the Offeror shall assume that VBCPS has no conduit, innerduct, entrance facility, riser, pathway, or other infrastructure suitable for connecting the Offeror's point of presence to the designated MDF. Offerors shall not assume the availability, capacity, or usability of any existing VBCPS-owned or third-party facilities. All costs necessary to deliver operational service from the Offeror's point of presence to the designated MDF shall be included in the proposal and reflected on Attachment B – Pricing Schedule, including but not limited to conduit, innerduct, boring, trenching, aerial or underground placement, entrance facilities, building penetrations, inside pathway and riser work, cabling, termination hardware, permitting, right-of-way, easements, and site restoration. Any such cost omitted from the proposal on the assumption that suitable VBCPS facilities exist shall be borne by the Offeror at no cost to VBCPS.

Each location will be scored on its own merits. A single Offeror may be awarded both locations if its proposals score highest at both; nothing in this RFP prohibits, or requires, award to more than one service provider. Award of Location 2 remains subject to the resiliency reservation stated in Section 3.1.

Bidders must submit separate, location-specific pricing for each site (see Attachment B – Pricing Schedule). Pricing for each location shall be firm and independent of the award outcome at the other location — that is, the price offered for a given site shall not increase, decrease, or otherwise be contingent upon whether the Offeror is also awarded the other

location. Bids that condition, combine, or discount pricing based on winning both locations will not be considered responsive and will be rejected.

Requirements:

- Simultaneous service is required at both locations identified in Attachment B – Pricing Schedule. This is not a single-circuit, either/or requirement — each location will receive its own dedicated Internet circuit under a separate award and each location will serve different populations.
- Each location will be evaluated and awarded independently based on the evaluation criteria and point allocations described in Section 5.12.
- VBCPS will evaluate options for a dedicated Internet circuit at both locations at bandwidths beginning at an initial request of 10 Gbps and increasing in 2 Gbps increments, up to a maximum of 20 Gbps.
- The Offeror must provide the necessary equipment to support 20 Gbps as part of the monthly recurring costs.
- All costs associated with the installation and activation of the requested services and products must be included on Attachment B – Pricing Schedule.

3.2.5 DISTRIBUTED DENIAL OF SERVICE (DDoS) MITIGATION

- In addition to the Internet Access request, VBCPS requests Respondents to provide a detailed solution to mitigate Distributed Denial of Service ("DDoS") attacks.
- Respondents are required to explain whether this feature/solution is commercially available to like size enterprise customers such as the VBCPS, whether there is an additional fee for the service and if so, to quantify the fee separately.
- If the Respondent's base proposal includes the DDoS feature, the Respondent must certify that DDoS mitigation is integral to and bundled with its base service, at no separate charge, for other similarly situated enterprise customers such as VBCPS. A Respondent may not bundle DDoS mitigation into its base service price for this RFP unless that bundling is commercially available to its other customers as part of its standard service offering.
- Respondents should include what protection the service covers if DDoS is included in the base service.
- Respondents should describe any bursting capability and its associated pricing.
- DDoS mitigation is not an E-Rate eligible service. All DDoS mitigation costs shall be quoted separately as ineligible costs on Pricing Schedule, Attachment B. DDoS mitigation will be evaluated separately from the Internet Access request, and VBCPS reserves the right to award or not award a contract for DDoS mitigation.

3.2.6 DATA PROTECTION AND NETWORK SECURITY

- The Offeror must provide a statement on network security and how the security of the district's data will be ensured during transmission.
- The Offeror must provide a statement on their upstream mitigation capability and response process and any additional DDoS Services to protect against volumetric attacks.

3.3 GENERAL SERVICE REQUIREMENTS

The following general requirements shall apply to all Internet Services provided under the resulting contract. Contractor shall provide all services, documentation, support, and coordination necessary to comply with the requirements identified in this section throughout the contract term.

3.3.1 REPORTING

- Offerors must describe the reports that will be provided to VBCPS to support performance SLA monitoring and service analysis, including the format and frequency of each report.
- Offerors must provide network traffic reporting for both live real-time and historical data. Network health reports detailing link bandwidth and utilization statistics will be provided to Virginia Beach Public Schools.
- Offerors must perform reviews and analyze services in support of budget and strategic planning.

- Offerors must provide technology updates for new and innovative equipment and services to support the decision-making process.

3.4 COST STRUCTURE AND PRICING REQUIREMENTS

VBCPS will not be responsible for any cost associated with extending Vendor services to a VBCPS owned building or equipment. Consistent with Section 3.2.2, unless the Offeror currently provides service to the designated demarcation point, the Offeror shall assume that no VBCPS conduit, innerduct, entrance facility, riser, or pathway suitable for that connection exists, and shall include all such costs in its proposal. **Attachment B – Pricing Schedule,** must be returned in .xlsx format. Respondents who return the required pricing in any format other than .xlsx (e.g., PDF) will be considered non-responsive.

Proposals **must** include **all** costs associated with providing service, including but not limited to:

- Monthly recurring charges (MRC) include any recurring charge related to delivering the services, such as monthly charges for Internet access, basic terminating equipment, etc.
- Non-Recurring Charges (NRC) include any one-time fee other than special construction charges, including but not limited to installation and connection charges.
- Special Construction Charges (SPC) include one-time costs for deploying new fiber or upgrading network facilities for eligible entities. These charges are non-recurring and include the following components: construction of network facilities, design and engineering, and project management. Offerors should provide special construction details sufficient to support E-Rate review, including route feet, cost per foot, and plant mix where applicable.
- Failure to identify the monthly recurring, non-recurring, and special construction charges will result in the disqualification of the proposal. Respondents are encouraged to provide the estimated taxes and surcharges associated with the service. Submissions indicating that there may be additional MRC, NRC, or SPC related to delivering the services **WILL** be disqualified.

3.4.1 ALL-INCLUSIVE PRICING

All pricing shall be all-inclusive and shall include every charge necessary to design, construct, install, provision, activate, operate, maintain, support, and deliver the proposed service. The Applicant shall not be liable for fees or charges not expressly included in the proposal pricing schedule or approved by written amendment. All-inclusive pricing includes, without limitation: MRC, NRC, special construction, installation, labor, materials, electronics, optics, patch cords, cross-connects, transport, project management, maintenance, support, documentation, and all taxes and surcharges.

4. E-RATE PROGRAM REQUIREMENTS AND CERTIFICATIONS

The Internet Services requested in this RFP are being procured under the USAC E-Rate program for Virginia Beach City Public Schools in connection with FCC Form 470 #270000184. This section consolidates the E-Rate program requirements, certifications, and contract provisions applicable to any award resulting from this solicitation. By submitting a proposal, the Offeror agrees to each requirement set forth in this section.

4.1 E-RATE PROGRAM PARTICIPATION AND FUNDING CONTINGENCY

Offeror must agree to comply with USAC rules and regulations and be familiar with USAC billing methods and timelines.

Bids and awards related to this RFP are subject to funding approval through the E-Rate process. In the event projects are not funded, Virginia Beach City Public Schools reserves the right to cancel the services requested in this RFP. The Applicant's obligations are contingent upon the availability and appropriation of sufficient funds, including local funds, state funds, federal funds, and E-Rate funding where applicable. The Applicant shall not be obligated beyond

funds legally available for the applicable fiscal year or funding period. If sufficient funds are not appropriated or available, the Applicant may reduce, suspend, or terminate the affected services without penalty, termination liability, or damages.

4.2 SERVICE PROVIDER ELIGIBILITY: SPIN, FRN, AND FCC GREEN LIGHT STATUS

Offerors must provide their E-Rate Service Provider Identification Number (SPIN) as part of the proposal to be eligible for consideration.

Each proposer shall provide an active Service Provider Identification Number (SPIN), FCC Registration Number (FRN), and evidence of FCC Green Light Status with its proposal. A proposer without an active SPIN, valid FRN, or acceptable FCC status may be deemed non-responsive. The Service Provider shall maintain SPIN, FRN, and FCC Green Light eligibility throughout the contract term and shall promptly notify the Applicant of any change in status.

4.3 LOWEST CORRESPONDING PRICE (LCP)

The Service Provider certifies that all pricing submitted complies with FCC LCP requirements pursuant to 47 CFR §54.500(f). The Service Provider further certifies that the rates, fees, charges, special construction costs, recurring costs, and non-recurring costs proposed herein do not exceed the lowest rates charged to similarly situated non-residential customers. Throughout the term of any resulting agreement, the Service Provider shall maintain LCP compliance. If the Applicant, USAC, or the FCC determines that lower pricing should have been offered, the Service Provider shall promptly adjust pricing and reimburse any overcharges. Upon request, the Service Provider shall provide documentation reasonably necessary to demonstrate compliance.

4.4 FCC SUPPLY CHAIN COMPLIANCE

By submitting a proposal, the Service Provider certifies that all proposed equipment, services, software, maintenance, managed services, support, and subcontracted components comply with 47 CFR §§54.9 and 54.10 and all applicable FCC supply chain restrictions. The Service Provider shall not provide, maintain, modify, support, or rely upon equipment or services from Huawei, ZTE, or any other FCC-designated covered company. The Service Provider shall immediately notify the Applicant if any proposed or installed component becomes subject to a covered equipment or services restriction during the contract term.

4.5 SEPARATION OF E-RATE ELIGIBLE AND INELIGIBLE COSTS

All proposals, invoices, service orders, and supporting documentation shall separately identify E-Rate eligible and E-Rate ineligible costs. If a service, product, or construction item is partially eligible, the Service Provider shall identify the eligible percentage, ineligible percentage, and methodology used to allocate costs. E-Rate eligible and ineligible charges shall be separately stated for all MRC, NRC, special construction, equipment, maintenance, taxes, surcharges, and credits.

4.6 SPECIAL CONSTRUCTION COST DETAIL AND COST-PER-FOOT SUPPORT

Special construction, non-recurring charges, and monthly recurring charges shall be separately identified in the proposal and Pricing Schedules. Special construction shall not be hidden, bundled, or amortized into monthly recurring charges unless expressly requested by the Applicant. For any proposed special construction, the Service Provider shall provide sufficient detail to support E-Rate review, including route feet, cost per foot, aerial/buried/underground plant mix, labor, materials, engineering, project management, network equipment, and any other cost components required by USAC or the FCC.

4.7 INVOICING AND DISCOUNT BILLING (BEAR AND SPI)

The Service Provider shall support both BEAR and SPI/discount billing processes, at the Applicant's election.VBCPS prefers SPI billing. If the Applicant elects SPI billing, the Service Provider shall invoice USAC using required USAC forms and procedures and shall invoice the Applicant only for the non-discounted share and any approved ineligible

costs. The Service Provider shall cooperate with the Applicant in resolving USAC administrative, invoicing, funding, or appeal issues associated with the services.

4.8 FORM 471 BILL OF MATERIALS AND SERVICE SUBSTITUTIONS

Within one (1) week of award, the awarded Service Provider shall provide VBCPS with a bill of materials suitable for the Form 471. Approval for any deviation from the Form 471 must be obtained from VBCPS. Subsequent schedules of values and invoices for each site must match the Form 471 or an approved service substitution.

4.9 IMPLEMENTATION, ACCEPTANCE, AND COMMENCEMENT OF BILLING

4.9.1 FIRM ORDER COMMITMENT AND IMPLEMENTATION MILESTONES

Before installation begins, the Service Provider shall provide Firm Order Commitment documentation identifying service locations, ordered services, implementation milestones, target delivery dates, dependencies, escalation contacts, and any required Applicant responsibilities. The Service Provider shall maintain an implementation schedule acceptable to the Applicant and shall promptly notify the Applicant of any anticipated delay, cause of delay, effect on completion, and proposed mitigation.

4.9.2 ACCEPTANCE PRIOR TO BILLING

Billing shall not commence until the service has been installed, tested, turned up, documented, and accepted by the Applicant. The Service Provider shall provide a Service Notice of Completion and all required test results before billing begins. Delivery, installation, or provider declaration of completion shall not constitute acceptance. Acceptance occurs only after the Applicant has had a reasonable opportunity to inspect, test, and confirm that the service conforms to the contract requirements.

4.10 CONTRACT TERM ALIGNMENT AND CO-TERMINUS CIRCUITS

All circuits, including circuits added, replaced, relocated, or upgraded during the contract term, shall be co-terminus with the applicable contract or service order and shall expire on June 30 unless otherwise approved by the Applicant. New or upgraded circuits shall receive the same monthly recurring rate as comparable awarded circuits, with only reasonable and documented one-time connection charges permitted.

The contract shall permit early termination of a circuit without penalty if the Applicant closes the location served by that circuit.

The Applicant may add sites to the network at the existing monthly recurring charge (MRC) for the duration of the agreement, with the Applicant responsible only for reasonable and documented non-recurring charges (NRC) associated with connecting the new site. Any site added will carry the same end date as the underlying agreement.

4.11 NO TERMINATION OR SERVICE CHANGE FEES

The Service Provider shall not impose termination fees, early disconnect fees, buyout charges, liquidated damages, or similar penalties for services provided under this award. The Applicant may terminate services for convenience upon ninety (90) days written notice without penalty. The Service Provider shall not impose upgrade, downgrade, bandwidth adjustment, migration, administrative change, or service modification fees during the contract term.

4.12 BANDWIDTH GROWTH WITHOUT TERM EXTENSION

The Applicant may increase bandwidth during the contract term without rebidding the service, extending the contract term, replacing customer equipment, or incurring additional installation charges except for approved and documented non-recurring costs expressly authorized by the Applicant. The Service Provider shall identify available bandwidth tiers, implementation lead times, and any technical prerequisites. Requested upgrades shall be completed within sixty (60) calendar days unless a shorter interval is proposed and accepted.

4.13 SINGLE POINT OF RESPONSIBILITY

The Service Provider shall be solely responsible for end-to-end delivery, performance, maintenance, support, restoration, and SLA compliance for all awarded services, including any subcontracted, leased, wholesale, or third-party facilities. The Applicant shall not be required to manage, coordinate, contract with, or pursue remedies against subcontractors or underlying carriers. All subcontractor and third-party arrangements shall be managed by the Service Provider.

4.14 PRECEDENCE OF DISTRICT TERMS

In the event of conflict between the Applicant's solicitation, award documents, purchase order, contract, or accepted proposal and any Service Provider service guide, tariff, online terms, click-through terms, quote, acknowledgment, service order, or supplemental agreement, the Applicant's procurement and contract documents shall prevail unless the Applicant expressly agrees otherwise in writing. Any proposed exceptions or alternate terms must be specifically identified in the proposal. General incorporation of provider terms or wholesale substitution of provider terms is not acceptable and may render the proposal non-responsive.

5. PROPOSAL INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

5.1 ISSUING OFFICE

Wherever used in this RFP, the Issuing Office shall be:

Virginia Beach City Public Schools
Office of Procurement Services, Room 210
2512 George Mason Drive
Virginia Beach, Virginia 23456
Procurement@vbschools.com | (757) 263-1175

5.2 PROCUREMENT TIMELINE

The following dates apply to this solicitation. VBCPS reserves the right to modify this timeline by addendum. All times shown are Eastern.

- RFP issue date: September 9, 2026
- Deadline for Offeror questions: September 16, 2026, 2:00PM
- Deadline for VBCPS to post answers and final addenda: September 23, 2026
- Proposal due date and time: October 9, 2026, 2:00PM
- Service start date: July 1, 2027

All questions received and all answers issued under this solicitation will also be posted to the EPC portal as documentation associated with Form 470 #270000184.

5.3 CONTRACT PERIOD AND RENEWAL

The contract period will be effective July 1, 2027, through June 30, 2028, with the option to renew annually for four (4) additional one-year periods upon agreement of both parties. The total contract term shall not exceed five years (60 months). If the initial contract date does not begin on July 1, subsequent contract periods will run July 1 through June 30 of each following year. All Lyell shall remain firm and no price increases shall be allowed during the five year contract term. For each renewal term, the contract rate shall be the lesser of (a) the rate in effect immediately prior to the renewal, or (b) the Offeror’s then-current Lowest Corresponding Price as defined under applicable E-Rate rules.

VBCPS will review the services for continued cost-effectiveness in advance of each renewal decision, and may also review cost-effectiveness at any other time during the term of the agreement. Additional contract requirements applicable to E-Rate funded services — including co-terminus circuit expiration, bandwidth growth without term extension, prohibited termination and service change fees, and the addition of sites at existing rates — are set forth in Section 4.

5.4 QUESTIONS AND CLARIFICATIONS

5.4.1 SUBMISSION OF QUESTIONS

All questions must be submitted electronically via the Beacon Bid Q&A feature by the question deadline stated in the Procurement Timeline. Questions submitted by email, telephone, or any other means will not be accepted. Answers will be issued by addendum and posted for all registered Planholders to view. Because these services are being procured under the E-Rate program, all questions received and all answers issued will also be posted to the EPC portal as documentation associated with Form 470 #270000184. Offerors are responsible for reviewing all posted answers and addenda prior to submission.

5.4.2 ALTERNATE FORMAT OF THIS SOLICITATION

In accordance with **VPPA § 2.2-4301**, the **Americans with Disabilities Act (42 U.S.C. §12101 et seq.)**, and **Section 504 of the Rehabilitation Act (29 U.S.C. §794)**, if you are physically disabled, hearing impaired, or visually impaired and require an alternate format of this solicitation, or need assistance participating in the proposal submission process, please contact the Procurement Specialist identified on the cover page.

Requests for assistance or alternate formats should be submitted **no later than five (5) business days prior to the proposal due date** to allow sufficient time for VBCPS to provide the requested accommodation.

5.5 ADDENDA AND RFP MODIFICATIONS

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office and will be uploaded to the FCC Form 470 record. Acknowledge receipt of all addenda on the cover page of this RFP. Oral modifications shall not form a part of the RFP documents. This proposal and any addenda shall be incorporated, by reference, into any resulting contract.

5.6 CONFIDENTIALITY OF PROPOSALS AFTER CLOSING

Upon closing no information will be provided nor are the proposals open to the public at this time. After an award is made, the proposals will be open to public inspection under the guidelines of the Virginia Public Records Act, the Virginia Public Procurement Act, and the Virginia Freedom of Information Act.

5.7 PLANHOLDER REGISTRATION

If an Offeror receives a copy of this RFP from a source other than Beacon Bid, the Offeror must contact Beacon Bid to register as a Planholder before submitting a proposal.

Registered Planholders will be added to the official Planholder list and will receive notifications of any addenda or updates issued for this RFP.

5.8 TAXPAYER IDENTIFICATION AND CERTIFICATION (FORM W-9)

The Offeror will submit the attached **REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION – W9 FORM.**

5.9 CONTRACTOR AND EMPLOYEE BACKGROUND CERTIFICATION

The Offeror must submit the appropriate **CONTRACTOR BACKGROUND CERTIFICATION FORM** as necessary to remain compliant.

5.10 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION

In accordance with **Virginia Code §2.2-4311.2**, as amended, the Contractor will provide evidence that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business if so required by **Virginia Code Title 13.1 or Title 50** or as otherwise required by law. If the Contractor is not yet registered with the State Corporation Commission (SCC), it may provide documentation showing that an application for registration has been submitted and is pending.

If the Contractor is exempt from the provisions of this section, the Contractor will provide the basis for such exemption.

The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term of this Contract. The procuring office may void the Contract if the Contractor fails to remain in compliance with this provision.

The Offeror shall submit either (i) the identification number issued by the State Corporation Commission, or (ii) proof of application for such registration, with its response.

5.11 PROPOSAL SUBMITTAL AND PREPARATION

5.11.1 SUBMISSION REQUIREMENTS

- **All proposals must be submitted electronically via Beacon Bid.**
  - Acceptable formats: Word or PDF; Excel may be used for pricing, if applicable.
  - Proposals submitted via email, facsimile, or postal/courier services (USPS, UPS, FedEx, etc.) **will not be accepted**.
- **Deadline:** Proposals must be submitted by the date and time indicated on the title page. It is the sole responsibility of the Offeror to ensure timely electronic submission. Late proposals will be rejected.
- Offerors are responsible for reviewing all questions and answers posted in Beacon Bid. Failure to acknowledge or incorporate updates may result in proposal rejection.
- **Required Forms and Documents:**
  A. Completed RFP Cover Sheet (with an original signature of an **agent authorized to bind the company,** title and all requested information)
  B. Acknowledgment of any addenda (if applicable)
  C. Statement identifying any proprietary information (see Proprietary Information / Disclosure, Section 6.9)
  D. W-9 information (form attached)
  E. Contractor/Employee Background Certification (form attached)
  F. Virginia State Corporation Commission registration/identification number
  G. Proposal as Requested
  H. Pricing Schedule (.xlsx required)

5.11.2 PROPOSAL PREPARATION GUIDANCE

Proposals shall respond to the Statement of Needs and/or propose alternative approaches to achieve the intended objectives.

A Table of Contents is strongly encouraged, and responses should be organized to follow the proposal content and evaluation criteria set out in Section 5.11.3 to facilitate review.

Emphasis should be placed on demonstrating specific experience, qualifications, and capacity to perform the work for comparable government entities.

5.11.3 PROPOSAL CONTENT AND EVALUATION CRITERIA

A. <u>Qualifications and Experience</u>: The Offeror shall describe the qualifications and experience of the organization and the individuals who will perform the work. At a minimum, the proposal shall include:

- **Organizational Background:** Overview of the company, including philosophy, ownership, officers and directors, management structure, organizational chart, and project team.
- **Company Profile:** Business size, primary location(s), and number of years in operation.
- **Key Personnel:** A one-page resumé or summary of qualifications for each individual proposed to perform the work.
- **Emergency Contact Information (post-award):** Upon contract award, the Successful Offeror shall provide VBCPS with a list of personnel assigned to the contract, including office, home, pager, and cellular phone numbers for emergency contact.
- **Relevant Work Experience:** A concise description of the Offeror's experience as it relates to the specifications of this RFP. This should include, but is not limited to:
  - Number and types of customers served
  - Number of years providing similar services
  - References and other documentation to verify experience
- **References:** Governmental or school experience is preferred. Provide a minimum of five (5) and a maximum of ten (10) references. For each reference, include the organization's name, address, phone number, and the name of a current contact person.

B. <u>Capability</u>: The Offeror shall demonstrate that the firm has the resources and personnel necessary to meet the needs of VBCPS for the contracted services or goods on an as-needed basis throughout the term of the contract. The proposal shall include:

- **Financial Capability:** Supporting documentation of the Offeror's current financial condition, including annual reports for the past three (3) years. For privately held companies, provide sufficient information to document financial stability and capability to perform under this contract.
- **Subcontracting (if applicable):** If the Offeror intends to subcontract any portion of the work, identify the specific tasks to be subcontracted and provide the names of the proposed Subcontractors.

C. <u>Project Methodology</u>: The Offeror shall provide a description outlining how the services or goods will be provided. The proposal should, at a minimum, include:

- **Understanding of Requirements:** Offeror's understanding of the work or services to be performed.
- **Methods and Equipment:** Proposed approach, methodology, and any equipment or tools to be used.
- **Support:** Assistance, materials, training, or other resources the Offeror will provide to VBCPS.

- **Project Plan:** Detailed plan, schedule, or other pertinent information demonstrating how the work will be completed.
- **Outage Response and Resolution:** The Offeror's proposed service-level commitments for responding to reported service or equipment outages and for addressing and resolving such outages or other service-related issues.

D. **E-Rate Eligible Cost of Goods and Services:** The Offeror shall provide E-Rate eligible pricing for the requested goods and services. For "as-needed" contracts, pricing may be based on standard rates, unit costs, or other applicable measures. Eligible cost will be evaluated using a cost model appropriate to the solicitation and scope of work. The proposal shall, at a minimum, include:

- Proposed pricing applicable to the initial contract term.
- Any known pricing for additional option years or renewal periods, if available.

Submit all pricing using the standardized tables provided in Pricing Schedule, Attachment B.

All pricing shall comply with the Virginia Public Procurement Act (VPPA). Cost-plus contracts or agreements are not permitted. Offerors may include alternate pricing structures, provided they are clearly explained and allowable under the VPPA.

E. **Network Diversity and Resiliency:** Proposals will be evaluated on the extent to which the proposed solution minimizes shared risk across district locations — for example, diverse carrier backbone and peering, physically diverse fiber routes or building entrances, independent last-mile infrastructure, and the absence of common points of failure between locations. An Offeror proposing service at both locations shall describe how its infrastructure achieves that diversity. An Offeror proposing service at a single location shall describe how its solution supports overall district resiliency in combination with the circuit awarded at the other location.

F. **Incremental Resiliency of the Location 2 Circuit (Location 2 only):** An Offeror proposing service at Location 2 shall describe how its proposed circuit would increase overall district network resiliency when combined with a circuit at Location 1, addressing at a minimum:

- Upstream backbone and peering diversity relative to other likely Location 1 providers.
- Physical route, entrance facility, and last-mile plant diversity between the two locations.
- Any facilities, conduit, poles, huts, colocation space, or electronics that would be shared between the two circuits, and the resulting common points of failure.
- Independence of network operations, monitoring, and restoration for each circuit.

G. **DDoS Mitigation (scored separately):** An Offeror proposing DDoS mitigation under Section 3.2.5 shall provide the following, which will be scored using the DDoS matrix in Section 5.12 rather than the criteria above:

- Mitigation capability and technical solution: detection method, upstream scrubbing capacity, volumetric and application-layer coverage, activation time, and any customer-controlled tuning.
- Methodology, reporting, and support: onboarding plan, attack notification and escalation process, post-event reporting, and available support hours.
- Qualifications and experience delivering DDoS mitigation to comparable public sector or K-12 customers, including references.
- Cost of ineligible goods and services: all DDoS mitigation pricing, quoted separately as an E-Rate ineligible cost on Pricing Schedule, Attachment B, including any bursting charges.

5.12 EVALUATION AND SELECTION PROCESS

After the proposal submission deadline, VBCPS will evaluate all responsive proposals against the proposal content and evaluation criteria set out in Section 5.11.3. Location 1 and Location 2 will be scored separately. Because the District is seeking the most resilient overall solution, the Location 2 matrix measures the incremental resiliency the proposed circuit adds relative to the circuit selected for Location 1. DDoS mitigation, if proposed, will be scored separately using the third matrix below, and VBCPS reserves the right to award or not award a contract for DDoS mitigation independent of the Internet Access awards. In every matrix, the cost of goods and services is the most heavily weighted single factor.

Location 1 — Internet Access Evaluation Criteria and Scoring:

Evaluation Criteria	Maximum Points
A. Qualifications and Experience	175
B. Capability	125
C. Project Methodology	125
D. Cost of E-Rate Eligible Goods and Services	300
E. Network Diversity and Resiliency	275
Total Score	**1,000**

Location 2 — Internet Access Evaluation Criteria and Scoring:

Evaluation Criteria	Maximum Points
A. Qualifications and Experience	175
B. Capability	125
C. Project Methodology	125
D. Cost of E-Rate Eligible Goods and Services	300
E. Network Diversity and Resiliency of the Proposed Circuit	225
F. Incremental Resiliency Relative to the Location 1 Award	50
Total Score	**1,000**

DDoS Mitigation Evaluation Criteria and Scoring (scored and awarded separately):

Evaluation Criteria	Maximum Points
A. Qualifications and Experience	200
B. Mitigation Capability & Technical Solution	250
C. Project Methodology, Reporting, and Support	200
D. Cost of Ineligible Goods and Services	350
Total Score	**1,000**

For each location, VBCPS will select the highest scoring responsive and responsible Offeror based solely on the evaluation criteria and point allocations stated in this RFP, with the cost of eligible goods and services as the most heavily weighted factor. The sole exception is the reservation stated in Section 3.1: where awarding Location 2 to the second highest scoring responsive and responsible Offeror would materially increase overall network resiliency, VBCPS reserves the right to make that award and will forgo E-Rate discounts on the Location 2 circuit if it does. If only one proposal is received for a location, or only one Offeror is deemed responsive, VBCPS may proceed with evaluation and award to that Offeror provided the proposal is cost-effective and meets the requirements of this RFP. Any negotiation with a selected Offeror shall not materially change the scope of services described in this RFP or Form 470 #270000184.

5.13 ALTERNATES / EXCEPTIONS

Offerors may submit alternative solutions or exceptions to any part of this RFP.

- **For alternatives:** clearly describe the proposed approach and how it addresses the Statement of Needs.
- **For exceptions:** specify the RFP page number, section number, and the exact exception taken.

All proposed alternatives and exceptions will be considered during evaluation and may be subject to negotiation if the Offeror is selected for further consideration.

5.14 AWARD

Proposals will be evaluated and award will be made, for each location, to the highest scoring responsive and responsible Offeror under the evaluation criteria and point allocations stated in this RFP, subject to the Location 2 resiliency reservation stated in Sections 3.1 and 5.12, and in accordance with Virginia Beach City Public Schools (VBCPS) Policies and Regulations, the Virginia Public Procurement Act (VPPA), §§ 2.2-4303 and 2.2-4346, and all applicable federal E-Rate Program requirements, including 47 CFR Part 54, Subpart F.

Award is at the sole discretion of VBCPS and will be based on the evaluation criteria and point allocations stated in this RFP. VBCPS reserves the right to:

- Accept or reject any or all proposals, in whole or in part, for any reason stated in this RFP;
- Waive any informality or minor irregularity that does not affect the substance of a proposal or the fairness of the competition; and
- Enter into any contracts deemed to be in the best interest of VBCPS.

VBCPS anticipates awarding one (1) or more Internet Access contracts under this RFP and may separately award one (1) contract for DDoS mitigation. As a condition of award, the selected Offeror must register in VBCPS's **e-procurement system (Oracle Cloud)** as a supplier and receive purchase orders electronically.

5.15 PROTEST OF AWARD OR DECISION TO AWARD

Any Offeror who wishes to **protest the award or decision to award a contract** must submit the protest in writing to the **Director of Procurement** no later than **ten (10) calendar days** after the award or the announcement of the decision to award, whichever occurs first.

It is the responsibility of the Offeror submitting the protest to ensure it is received by the **VBCPS Office of Procurement Services** by **5:00 P.M. EST** on or before the final day of the ten-day protest period. Protests received after this deadline will be considered late and **will not be considered**.

The written protest must include:

- The basis for the protest; and
- The specific relief sought.

The **Director of Procurement Services** will issue a written decision within **ten (10) calendar days**, stating the reasons for the action taken. This decision is final unless the Offeror appeals within ten (10) calendar days by initiating legal action as provided in **§ 2.2-4364 of the Code of Virginia**.

6. GENERAL TERMS AND CONDITIONS

6.1 FIRM PRICING

All pricing shall remain firm for the initial contract period and for each renewal period. No price increase of any kind, including any increase based on a cost index, tariff change, pass-through, surcharge, or fuel or labor adjustment, will be permitted during the term of the Contract or any renewal of it.

For each renewal term, the contract rate shall be the lesser of (a) the rate in effect immediately prior to the renewal, or (b) the Contractor's then-current Lowest Corresponding Price as defined under applicable E-Rate rules and Section 4.3 of this RFP.

If the Contractor reduces its rates for comparable services to similarly situated customers at any time during the term, VBCPS shall receive a corresponding price reduction effective as of the same date.

6.2 COOPERATIVE AGREEMENT

This solicitation is being conducted on behalf of other public bodies under **§ 2.2-4304 of the Virginia Public Procurement Act (VPPA)**, Cooperative Procurement, which states: *"A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, provided that the solicitation specified that the procurement was being conducted on behalf of other public bodies."*

If authorized by the Successful Offeror, the resultant contract(s) may be extended to **any jurisdiction within the Commonwealth of Virginia** to purchase at contract prices in accordance with the contract terms.

Each jurisdiction using such contracts shall place its own orders directly with the Successful Offeror(s). The **School Board of the City of Virginia Beach acts solely as the Contracting Agent** and is not responsible for placement of orders, payment, or any discrepancies of the participating jurisdictions.

It is the Successful Offeror's responsibility to notify other jurisdictions of the availability of the Contract(s). Offerors wishing to extend their services to additional jurisdictions under this clause shall so indicate in their proposal response.

6.3 EMPLOYMENT OF UNAUTHORIZED ALIENS

The Offeror certifies that it does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal **Immigration Reform and Control Act of 1986,** and in accordance with **Virginia Code § 2.2-4311.1.**

6.4 ANTI-COLLUSION CLAUSE

During the preparation and submission of this proposal, the Offeror agrees as follows:

1. The Offeror has not, directly or indirectly, entered into any combination, arrangement, or agreement with any person, firm, or corporation, nor participated in any collusion, or taken any action in restraint of free competitive bidding, in violation of the **Sherman Act (15 U.S.C. §1), Virginia Code §§ 59.1-9.1 through 59.1-9.18, or Virginia Code §§ 59.1-68.6 through 59.1-68.8.**

2. The Offeror certifies that this proposal and any resulting agreement are not the product of, or affected by, any act of collusion with any other person, firm, or corporation engaged in the same line of business or commerce.

3. No person acting for, or employed by, VBCPS has any interest in this proposal, and no person or entity other than the Offeror has, or is, interested in this proposal.

6.5 ANTI-TRUST

Any perceived incidence of price fixing or anti-trust violation shall be reported to the State Attorney General for possible enforcement of the anti-trust laws.

6.6 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

During the performance of the Contract, Contractor agrees as follows:

1. Contractor shall ensure all web content including but not limited to: information and experiences available on the web like text, images, sound, videos, and documents; created and posted externally on behalf of or as an agent of VBCPS shall meet web accessibility requirements of Title II of the Americans with Disabilities Act and specifically WCAG 2.1, Level AA.

Contractor shall ensure all content created and posted externally on a mobile application on behalf of or as an agent of VBCPS shall meet web accessibility requirements of Title II of the Americans with Disabilities Act, specifically WCAG 2.1, Level AA or an equivalent facilitation.

6.7 CONFLICT OF INTEREST

All Offerors must be aware of and comply with all Virginia laws related to **conflicts of interest**. The provisions of **§ 2.2-4367 of the Virginia Public Procurement Act (VPPA)** shall supplement, but not supersede, other applicable provisions of law, including, but not limited to:

- **State and Local Government Conflict of Interests Act** (§ 2.2-3100 et seq.),
- **Virginia Governmental Frauds Act** (§ 18.2-498.1 et seq.), and
- **Articles 2** (§ 18.2-438 et seq.) **and 3** (§ 18.2-446 et seq.) **of Chapter 10, Title 18.2.**

6.8 PROPOSAL BINDING FOR ONE HUNDRED AND TWENTY (120) DAYS

The Offeror agrees that this proposal shall remain valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days following the scheduled closing date and time of the RFP.

6.9 PROPRIETARY INFORMATION / DISCLOSURE

Legal Authority: Offerors are advised that the **Code of Virginia, VPPA §2.2-4342**, governs public inspection of records submitted in response to this RFP. VBCPS may seek the City Attorney's concurrence regarding any claim of proprietary status.

Claiming Proprietary Protection: To invoke protection under VPPA, Offerors **must**:

1. **Invoke the protections** of this section prior to or upon submission of the data or other materials,
2. **Identify the data or other materials** to be protected, and
3. **State the reasons** why protection is necessary.

Trade secrets or proprietary information must be submitted as a **separate electronic document**, clearly labeled "**PROPRIETARY**." Information not meeting these requirements will be considered public.

Handling and Disclosure:

- Proprietary information will be maintained as confidential to the extent allowed by law.
- VBCPS will notify the Offeror of any FOIA or court-ordered requests and allow a reasonable opportunity to challenge release.

Restrictions:

- Statements that the **entire proposal** or **all pricing/costs** are proprietary are **unacceptable** and must be removed to remain eligible for evaluation and award.
- References to proprietary information may appear within the proposal body, but only separately submitted, labeled documents will be treated as confidential.

6.10 HOLD HARMLESS/INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless VBCPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by VBCPS, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against VBCPS, its agents, volunteers, servants, employees or officials.

6.11 EXAMINATION AND CONDITIONS OF WORK

The Offeror shall carefully examine the contents of this RFP, including all addenda, and fully inform themselves of the conditions relating to the required services. Failure to do so shall not relieve the Successful Offeror of its obligation to:

- Identify any exceptions or alternates (see **Alternates/Exceptions** section).
- Fully comply with all requirements of the Contract.
- Furnish all services necessary to carry out the provisions of the Contract under the actual conditions at the work site.

6.12 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP shall become the property of VBCPS. A copy of each proposal will be retained for official files and will become a public record after award of the Contract and will be open to public inspection, subject to the **Disclosure** section of this RFP.

6.13 INSURANCE

The Contractor will be required to carry adequate insurance to protect VBCPS from loss in case of accident, fire, theft, etc., prior to acceptance by a responsible person representing VBCPS. The Contractor shall require each of its Subcontractors to take out and maintain during the life of its Subcontract the same insurance coverage required of the Contractor.

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

- Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate. Such insurance shall name VBCPS as an additional insured for both ongoing and completed operation on a primary and non-contributory basis. Coverage will include a Waiver of Subrogation in favor of VBCPS.

- Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars ($1,000,000) combined single limits (CSL).

- Umbrella / Excess liability Insurance including coverage with minimum limits of four million dollars ($4,000,000) per occurrence and aggregate which shall attach over above noted policy coverages.

- Workers' Compensation Insurance as required under Code of Virginia, Title 65.2, not less than Five Hundred Thousand Dollars ($500,000) per accident/employee and policy limit. Coverage will include a Waiver of Subrogation in favor of VBCPS.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to VBCPS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to VBCPS.

6.14 SAMPLE CONTRACT

Included as Attachment A is a proposed Contract for the goods/services identified in the RFP. Offeror should review the contractual terms and note any exceptions to these terms in their proposal. The final Contract(s) will be modified to include the final negotiated terms and conditions. **Exceptions will not be accepted after the award is made.**

7. CONTRACTOR BACKGROUND CERTIFICATION FORM

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Contractor certifies that neither the Contractor nor the Contractor's employees, agents, subcontractors or subcontractors' employees who will have direct contact with Virginia Beach City Public Schools ("VBCPS") students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor may require the above listed individuals to personally certify this information, but the Contractor will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Contractor has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Contractor certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors' employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

- Contractor represents that none of its employees who will be in the presence of VBCPS students have been convicted of any violent felony offense set forth in the definition of barrier crime in subsection A of §19.2-392.02, as amended; any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude. .

- Contractor will obtain a Background Certification from all present and future employees and update VBCPS of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

- Contractor has established a process to maintain compliance with the terms set forth in this Contractor Background Certification and will provide verification to VBCPS on request.

Contractor's signature on this form indicates that Contractor is deemed to have provided the certification described herein.

_____	_____
Contractor's Signature	Company
_____	_____
Printed Name	Business Address
_____	_____
Title	
_____	
Date	

8. REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION – SUBSTITUTE FOR FORM W-9

CLICK NEXT 2 PAGES

REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION – SUBSTITUTE FOR FORM W-9

VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

OBS Rev.5-2-23

Pursuant to Section 6109 of the Internal Revenue Code, you must furnish your Taxpayer Identification Number (TIN) to Virginia Beach City Public Schools. If this number is not provided, you may be subject to a 24% withholding on each payment. You must provide your TIN whether or not you are required to file a tax return. To avoid the 24% withholding and to ensure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information.

Tax Reporting Name: _____

(Note: Name is required above; **DO NOT** leave line blank)

Business Name: (*if different from above):* _____

Primary Address: _____

City	**State**	**Zip**	**Country**

Remit address: (*if different from primary):* **(include City, State and Zip** _____

NOTE: If you are a sole proprietor you may use either your SSN or EIN, as your Taxpayer Identification Number. If you are a corporation, partnership, government entity, trust or estate, tax exempt or non-profit organization you must provide an EIN as your Taxpayer Identification Number.

NOTE: Check the appropriate box below for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Organization/Entity: Check Only One:	**Business Classification:** Check Only One:	**Business Activity:** Check Only One:
☐ Individual/Sole Proprietorship or Single-member LLC	☐ Minority-Owned Business ▫ Asian-Pacific Americans ▫ Black Americans ▫ Hispanic Americans ▫ Native Americans ▫ Subcontinent Asian Americans	☐ Legal Services
☐ Corporation		☐ Services Only
☐ Partnership	☐ Service-disabled Veteran-Owned	☐ Merchandise (goods) only
☐ S Corporation	☐ Small Business	☐ Merchandise & Services
☐ Medical/Health Care	☐ Woman-Owned	
☐ Limited Liability Co (☐C=Corp, ☐S= S Corp, ☐P=Partnership)		
☐ Government Agency		
☐ Tax Exempt or Non-Profit Organization		
☐ Trust or Estate		
☐ Nonresident Alien **(See Below)**		

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3 of IRS form W-9):
Exempt payee code (if any)
_____
Exemption from FATCA reporting Code (if any)
_____
(Applies to accounts maintained outside the U.S.)

Federal Tax Identification Number **Or** **Social Security Number**

☐☐ - ☐☐☐☐☐☐☐ ☐☐☐ - ☐☐ - ☐☐☐☐

CERTIFICATION: Under penalties of perjury, I certify that:

1. The legal name and number shown on this confirmation letter is my correct legal name and taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to back up withholding; and
3. I am a U. S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3 of the IRS W-9 form.

_____

Authorized Signature **Phone** **Fax**

_____

Printed Name **Title** **Email** **Date**

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b) (7) if the account satisfies the requirements of Section 401(f) (2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations, S corporations must not enter an exempt payee code because they are exempt only for sales of non-covered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2]. However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(I)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c) (1) (i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a) (1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan