



SCHOOL BOARD OF STAFFORD COUNTY
d/b/a STAFFORD COUNTY PUBLIC SCHOOLS

31 Stafford Avenue
Stafford, Virginia 22554
Telephone (540) 658-6000
www.staffordschools.net

RFP#: 20-0905-SP091
Title: Location Service
Issue Date: January 8, 2020
Procurement Officer: Jennifer J. Stieffenhofer, CPPB, VCO
Email: Procurement@staffordschools.net

Solicitation Due Date and Time: Sealed Proposals will be received until 2:00 p.m. local prevailing time on February 10, 2020 for providing the services as described herein. Sealed proposals must be received by SCPS at the following location by the due date and time specified:

Stafford County Public Schools
31 Stafford Avenue
Stafford, Virginia 22554

Pre-Proposal Conference: No pre-proposal conference is scheduled.

Contract Term: July 1, 2020 through June 30, 2021 (anticipated). SCPS reserves the right to enter into an initial term that exceeds one year. Contract may be renewed for successive periods for a maximum total contract period not to exceed 10 (ten) years from the effective date of the contract.

Inquiries: All inquiries for information should be directed to the Procurement Officer above. All questions regarding the RFP must be received in writing on or before January 17, 2020 no later than 11:00 A.M.

TERMS & CONDITIONS: This solicitation is subject to the provisions of the School Board of Stafford County, d/b/a Stafford County Public School's (herein referred to as "SCPS) Request for Proposals (RFP) and any attachments, exhibits, revisions or amendments thereto, which are hereby incorporated into this RFP in their entirety. If not attached, a copy of these terms and conditions is available for review at the Procurement Office. Special Terms and Conditions and Specifications attached shall also be part of your proposal. The RFP Package is available at no charge on the [Commonwealth of Virginia's electronic procurement system, eVA](#). Please be observant of all RFP instructions and specifications.

By executing this RFP cover sheet, offeror acknowledges that they have read this RFP, understand it, and agree to be bound by its terms and conditions. The undersigned offeror hereby offers and agrees to furnish all goods and services required by this RFP and certifies that all information it has provided in response to this RFP is true, correct, and complete.

OFFEROR INFORMATION:

Name of firm: _____

Address of firm: _____

By (signature in ink): _____

Name (print):

Title (print):

Phone: _____ Fax: _____ Email: _____

In accordance with Virginia Code § 2.2-4343.1, as amended, Stafford County Public Schools does not discriminate against faith-based organizations. SCPS does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

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NOTE TO PROSPECTIVE OFFERORS:

By submitting a proposal, the offeror certifies:

- 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 Virginia Code § 18.2-498.1, et seq. 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; and
- that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (Virginia Code § 2.2-3100, et seq.). Specifically, without limitation, no Stafford County Public Schools 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 (Virginia Code § 2.2-4367, et seq.), and any other applicable law as set forth therein.

Please note the meaning of the following terms as used in this RFP: The term “offeror” as referenced in this solicitation refers to the individual or firm preparing and submitting a proposal in response to this Request for Proposals. The term “contractor” refers to an individual or firm that has entered into an agreement to provide goods or services to Stafford County Public Schools, its officers, employees and agents (“SCPS”). In addition, it also refers to a firm who, when awarded the contract, will be responsible for the good and services required, as a result of this solicitation.



1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified offerors to establish a contract with a qualified firm to provide utility locating and marking services. These services are for Stafford County Public Schools, Department of Instructional Technology and Information Services (“Department”).

2. **QUALIFICATIONS AND E-RATE**

2.a **QUALIFICATIONS:** Following are the minimum qualification requirements:

- A. The Offeror must have been in business for at least five (5) years and is required to have, at a minimum, at least five (5) years successful, continuous experience providing the services described herein to K-12 school districts, public higher education, and/or local/state/federal governments prior to the closing date of this RFP.
- B. The Offeror must have the legal authority to provide the services described herein within the Commonwealth of Virginia and must conform to all applicable state and federal regulations.
- C. The Offeror must meet all of the requirements listed in Section 2b. – E-RATE.
- D. Rapid response time and network resilience is essential. Pursuant to providing services as described in Section 4b, Paragraph B and Section 4c, Paragraphs A, the Offeror must have a dispatchable location allowing response to Emergency and Three-Hour (3-hour) tickets in a timely manner.
- E. The Offeror must be register as a Locator in VA811.

2.b **E-RATE:** Offerors responding to this RFP are advised that SCPS participates in the Federal Universal Service Fund (E-Rate) program governed by the Federal Communications Act of 1996 (Snowe-Rockefeller-Exon-Karrey amendment). This program provides SCPS the opportunity to receive discounts for certain products and services provided by Contractors.

- A. The Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund (“USF”) program for schools and libraries.
- B. The Contractor shall be a Priority 1 service provider as defined by the E-Rate Program.
- C. The Contractor shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with SCPS E-Rate Program to ensure that SCPS receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with the Contractor’s services and/or products.
- D. The Contractor shall submit with its proposal a Service Provider Identification Number (“SPIN”). (Ref: Attachment B – QUALIFICATION QUESTIONNAIRE).
- E. The Contractor shall provide to SCPS staff in a timely manner, within the posted E-Rate deadlines, all of the information and documentation that the Contractor has or that Contractor reasonably can acquire that SCPS may need to prepare E-Rate applications and/or to document transactions eligible for E-rate support. Additional information is available on the [Universal Service Administrative Company website](#).
- F. At SCPS’s discretion and consistent with E-rate Program regulations, the Contractor either shall (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to SCPS the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- G. The Contractor shall list, price, and invoice separately any services that are ineligible for E-rate funding.



- H. The Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify SCPS if placed on red light status.
- I. The Contractor must not be currently debarred from E-rate participation by the Federal Trade Commission (FCC), and must immediately notify SCPS if debarred.

3. BACKGROUND

Stafford County is rapidly becoming an urban community and currently ranks as one of the fastest growing counties in Virginia and the nation. Stafford County encompasses one hundred seventy three thousand (173,000) acres, of which thirty thousand five hundred (30,500) are utilized by the federal government for the Quantico Marine Corps Reservation. The estimated population of Stafford County is one hundred forty-six thousand six hundred forty-nine (146,649).

At present, SCPS has seventeen (17) elementary schools (grades K-5), eight (8) middle schools (grades 6-8), five (5) high schools (grades 9-12), two (2) Head Start locations, one (1) alternative education facility and four (4) support complexes. The school membership is approximately twenty nine thousand, four hundred eighty-five (29,485).

SCPS has approximately 65 miles of fiber connecting all but one (1) of the sites listed above.

The continuous availability of sustained network and Internet connectivity is mission critical to the business of educating the students of SCPS. SCPS continues to look for ways be innovative and effective in use of technology throughout instructional and support programs.

- A. The success of online-based instructional textbooks and materials, state-mandated online SOL testing, collaborative learning environments, and Learning Management Systems are contingent upon SCPS' reliable connectivity to the Internet.
- B. Administrative usage of web-based applications has also now become a requirement rather than an option. Professional development resources, interactive conferencing, and streaming video delivery are just a few of the network-centric administrative models requiring this connectivity.

4. SCOPE OF WORK/SPECIFICATIONS

4a. TRANSITION REQUIREMENT: In the event that a change in current provider of any service occurs as a result of award of this contract, the awarded Offeror will be required to efficiently complete an orderly transition. The following transitional requirements will apply to all services outlined in Section 4c – TASK TO BE PERFORMED. The Offeror must describe its service(s) to ensure that all of the requirements as outlined below will be satisfied. The Offeror should include any processes, scheduling activities, staffing strategies, or other methodologies to demonstrate its ability to meet these requirements.

- A. SCPS anticipates transition activities to commence on May 1, 2020 and be completely transitioned by July 1, 2020 for each of the services outlined in this proposal. SCPS will issue Notice of Intent to Award or Notice of Award as described herein when the contract award

decision is made, and Notice to Proceed to the successful offeror after the FY21 budget is adopted.

- B. If the Contractor fails to complete the transition of awarded services by the contract start date, as a result of the Offeror's responsibilities, the Contractor will be required to reimburse SCPS for any cost differential between the current service and the Contractor's proposed service.
- C. The Contractor must develop, establish, and document a transition plan for the migration of SCPS from the existing service provider to the awarded Offeror's service(s).
- D. The Contractor must develop a project plan and work breakdown structure with all activities (timeline, milestones, critical paths, etc.) and dependencies (to include any and all SCPS personnel involvement) required for the transition to the awarded Offeror's service(s).
- E. All documentation produced for the transition or operation of SCPS service(s) will be considered to be the property of SCPS and may be modified, distributed, or used in whole or in part as SCPS deems appropriate for the successful operation of business activities.
- F. The Contractor must provide all necessary tools, supplies, and materials required for the transition of service(s).
- G. The Contractor must develop a mutually agreeable plan for invoicing dispute resolution to be in place prior to commencement of the contract.
- H. No interruption in service will be permitted during normal SCPS business hours (7:00 AM – 5:00 PM, Monday through Friday, or later in some cases) related to a change from the existing service provider, with any service interruption required to be documented in the transition plan and approved in advance (at least one week) by SCPS.
- I. The Contractor will incur the cost(s) of any installation, conversion, or transition fees or charges related to the migration of service that are not expressly identified as part of the Offeror's proposed service(s).

4b. OPERATIONAL REQUIREMENTS: The following operational requirements will apply to all services outlined in Section 4c – TASKS TO BE PERFORMED. The Offeror must describe its service(s) to ensure that all of the operational requirements outlined below will be satisfied. The Offeror should include any processes, scheduling activities, staffing strategies, or other methodologies to demonstrate its ability to meet these conditions.

- A. **Account Management:** The Offeror must identify and describe its account management organizational structure and associated individual responsibilities in detail with regard to providing account management services to SCPS, and must meet the following requirements, at a minimum.
 - 1. The Contractor must assign an Account Manager to serve as the Single Point of Contact ("SPOC") for SCPS to the Contractor for the sole purposes of service order processing and invoicing. All communications with regard to service orders and invoicing between SCPS and the Contractor must flow through this Account Manager.
 - 2. The Contractor must also identify primary point(s) of contact for the sole purpose of field support for each service(s) awarded to the Contractor. One technical point of contact may be assigned for multiple services, provided that contact is qualified.
 - 3. The Contractor must ensure that Account Team contact information is continually reviewed and updated as changes within the Contractor's organization occur.
 - 4. The Contractor must ensure that appropriate security measures are taken by any and all personnel to protect SCPS' data integrity and privacy.
- B. **Locating Service Requests:** The Offeror must identify and describe in detail its service management processes and strategies to be implemented in providing services to SCPS, to



include: (1) receiving and responding to Excavator-Operator Information Exchange System, commonly referred to as the Positive Response System; (2) receiving and responding to SCPS direct request; and (3) updating discrepancy in Owner provide computerized maps. The Offeror's methodologies must incorporate the following requirements.

1. General Requirements

- a. SCPS Department of Information Technology and Information Services (DITIS) personnel will be the technical point of contact for all service requests and will be responsible for the submission of all service requests.
- b. The Contractor must not accept requests for service from any unauthorized SCPS employee or third party, except whereby explicitly permitted by SCPS DITIS and provided to the Contractor in writing.
- c. For any service order or repair requests requiring access to an SCPS site, the Contractor will be responsible for the removal of any and all waste, scrap, debris, and packaging materials required to complete the service request. Upon completion, the Contractor must leave the premises in the same or better condition prior to the service request, to be determined by SCPS.

2. Locating Qualifications

- a. Participate in the Virginia Underground Protection Services (VA811) underground damage prevention general membership meetings.
- b. Maintain Operators Qualification for underground utility locating certification records of personnel assigned to this project.
- c. Demonstrate a thorough knowledge and understanding of VA811 requirements, designating, locating, and data management activities.
- d. Resources of the Offeror should be adequate to carry out the Locating work in a timely manner, considering other possible commitments of work and the Owner's anticipated needs.
- e. Offeror shall provide equipment necessary to detect the variety of underground utilities that may be present.
- f. Offeror shall have the financial capacity to provide the required services.
- g. Offeror should be able to respond to the needs of the Owner, which may involve minimum advance notice and night or weekend work.
- h. Offeror shall perform the duties of this contract in accordance with the Code of Virginia 56-265.19. If a proposed excavation or demolition is planned in such proximity to a underground utility line in which the utility line may be destroyed, damaged, dislocated, or disturbed, the operator shall mark the approximate horizontal location of the underground utility line on the ground to within two (2) feet of either side of the underground utility line by means of stakes, paint flags, or a combination thereof.
- i. If, in the course of performing duties under this contract for the client, the Contractor fails to perform duties imposed by the Code of Virginia 56-265.19, is then subjected to the liabilities in 56-265.25 and the civil penalties in 56-265.32.
- j. All work shall conform with and meet the requirements of the National Utility Locating Contractors Association (NULCA); Work Area Traffic Control Handbook, Volume I and II.

C. Record Keeping and Reporting: The Offeror must identify and describe in detail its service management processes and strategies to be implemented in providing services to SCPS, to

include record management and investigation report processing and formatting. The Offeror's methodologies must incorporate the following requirements.

1. All work for field markings of private utilities must be completed within four (4) work days for necessary research and fielding markings, unless specific agreement is reached to provide markings sooner.
2. All reporting under the resulting contract shall be provided within 30 calendar days from the notification to begin on an individual project, unless specific agreement is reached to provide the report sooner.
3. The Contractor agrees to maintain records to support all work performed and all items billed to the Owner and shall retain all such records for a period of three (3) years.
4. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by an e-mail message will be recorded and retained also.
5. The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.
6. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Authority within five (5) working days after reported marking error.
7. The Underground Damage Investigation and Report is required to have the Miss Utility ticket number, damage date, name of responsible party or caller and investigator, phone number, and mailing address of excavator/contractor, type of facility damaged, narrative of events, cause of damage, and additional comments.
8. All locates will require the taking of digital photos to record the site conditions and placement of surface markings. Digital photos shall be directly correlated to the locate ticket for which they are taken and shall be permanently referenced to the ticket either by actual photo, or sequenced serial numbering. A minimum of three (3) photos per ticket is required.
9. Emergency locate request shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as an e-mail unless otherwise dictated due to circumstances beyond the control of the Owner.
10. Invoicing by the Contactor shall be performed on a monthly basis and will include the following:
 - a. The Purchase Order Number.
 - b. The period during which the services were performed (the Billing Period).
 - c. The total number of Locate Requests received by type.
 - d. A detailed line analysis displaying the Unit Description-from the Bid Items-quantity of services performed, unit cost, and total line cost.
11. The monthly report to accompany and support the invoice will include and itemized tabulation which shows the following information with respect to each locate request the Contractor received:
 - a. Ticket Number
 - b. Locate Date
 - c. Type of Request
 - d. Disposition of Request

- D. Invoicing:** The Offeror must identify and describe its established invoicing and billing process in detail ensuring that the structure meets the following minimum specifications. Where possible, the Offeror must provide bundling into a fix flat rate of any and all services proposed. (Ref. Attachment D – 3 Year Monthly Ticket number and Response Codes)
1. Invoices must be issued on a monthly basis in an electronic format via the Contractor's online portal or United States Postal Service (USPS), at no cost to SCPS.
 2. The Contractor must accept an SCPS credit card as payment for any and/or all service charges through the Offeror's online portal with no dollar limit.
 3. SCPS will not be liable for any service charges not invoiced within six (6) months from the date on which the service was provided.
 4. The Contractor must work with SCPS in good faith to resolve disputed invoices within sixty (60) days of notification by SCPS and the Contractor will not impose late charges or disconnect service on such disputed invoices.
 5. All invoices prepared by the Contractor must reflect the tax-exempt status of SCPS.
 6. As detailed in Section 4b.A.1, the Contractor must identify a primary point of contact for the purpose of invoicing and to address any related issues.
 7. Invoicing by the Contractor shall be performed on a monthly basis and will include the following:
 - a. The Purchase Order Number.
 - b. The period during which the services were performed (the Billing Period).
 - c. The total number of Locate Requests received by type.
 - d. A detailed line analysis displaying the Unit Description-from the Bid Items-quantity of services performed, unit cost, and total line cost.
 8. The monthly report to accompany and support the invoice will include and itemized tabulation which shows the following information with respect to each locate request the Contractor received:
 - a. Ticket Number
 - b. Locate Date
 - c. Type of Request
 - d. Disposition of Request
 9. In the event of a locate assignment which is not completed, the Owner shall not pay for the relocate.

4c. TASK TO BE PERFORMED: The Contractor must provide the following Locating Services:

A. Marking utilities of VA811 current member SCP660

1. Provide necessary skilled and experienced locators, insurance, tools, equipment, and vehicles specifically assigned to locate SCPS Underground Fiber Facilities.
2. Contractor field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information in digital format. Such equipment shall be capable of direct wireless access to ticket management and information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and/or dispatch from the Owner. The field personnel shall be capable of receiving and displaying electronic data in the form of drawings, maps, or GIS databases and shall utilize said information when and where possible for the purpose of conducting facility locations.



3. The Contractor will store and safeguard all Owner provided location maps or records made available for locating purposes.
4. The Contractor will utilize ring claps or other means to safeguard the integrity of the fiber outer sheath.
5. Paint and/or flag all underground facility owned by SCPS with the designated colors.
6. Inform the Authority of any and all changes to the State of Virginia's Underground Damage Prevention Act.
7. The Contractor shall mark the underground facility and report the marking status to the Excavator/Operator Virginia Underground Protection Service (Miss Utility) information exchange system no later than 7:00 A.M. on the third working day following the excavator's notice to the notification center, unless the Contractor is unable to do so due to extraordinary circumstances.
8. If the Contractor is unable to mark the location within the time allowed under this section (Miss Utility Marking) due to extraordinary circumstances, the Contractor shall notify directly the person who proposes to excavate or demolish, and shall in addition, notify the person of the date and time when the location will be marked. The deferral to mark for extraordinary circumstances shall be no longer than 96 hours from 7:00 A.M. on the next working day following notice to notification center, unless a longer time is otherwise agreed upon by the Contractor and Excavator.
9. The Contractor shall respond to an emergency notice as soon as possible but no later than three hours from the notification from Miss Utility, 24 hours 7 days a week.
10. Locations where field visits indicate no underground facilities exists, should be so coded W/No Conflict in paint, to show the Contractor has visited the site, if excavation is white-lined pursuant to statute.
11. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
12. The Owner shall provide the contractor with computerized information containing all known Owner maintained facilities and underground structures. To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the Owner. The contractor understands that the maps furnished by the Owner shall be the approximate general location of Owner's buried facilities and that accuracy is not guaranteed. In areas where Owner's maps/GIS do not show underground systems and underground systems do exist, the Contractor will not be held responsible. Where Owner's maps do show underground systems, the contractor will be responsible for locates as described in this contract. The contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate site.
13. The Contractor shall promptly notify the Owner in writing, of any discrepancies or omissions in any of the Owner's records, or other information provided to the Contractor by the Owner.
14. The Contractor must use equipment and technology current at the time of award and every means necessary to locate and mark the Owner's underground systems. All Locating

equipment or devices being used by the Contractor are subject to the Owner's approval prior to or during the execution of this contract.

15. Contractor's locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall always represent the Contractor in a courteous and professional manner. The Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the Owner, in accordance with recommendations made by the Authority.
16. If for any reason, except for incorrect Facility location information, the excavating contractor damages Owner's utilities, they shall be responsible for the cost to repair. If the damage is due to disinformation or misinformation on the part of the locating contractor, the locating contractor shall be responsible for repair costs. If neither the excavating contractor nor the locating contractor accept responsibility for such damage, the Owner shall make or cause to be made the required repairs and submit a bill of all related costs to the contractor the Owner determines to be responsible.

5. OFFEROR'S INSTRUCTIONS

5.a SUBMISSION AND RECEIPT OF PROPOSALS. Unless otherwise specified in the solicitation, all proposals must include the cover sheet which has been signed in ink by the individual authorized to bind the offeror and be submitted in a sealed envelope or package, and proposals shall not be accepted via fax or email.

- A. **PROPOSAL SUBMISSION:** Submit one (1) original proposal clearly marked "original" and five (5) hard copies along with one (1) redacted hard copy clearly marked "redacted" and one (1) electronic full copy and one (1) electronic redacted copy marked "redacted" via USB drive. The redacted copies are only required if invoking Va. Code § 2.2-4342F (provide attachment C). It is the responsibility of the OFFEROR, not Stafford County Public Schools, to ensure proposals are delivered to the SPECIFIED LOCATION by the date and time specified in the RFP. Emailed, faxed and other forms of unsealed proposals will not be accepted. Proposals must include all attachments and must be signed in ink.
- B. **PROPOSAL PACKAGE.** All proposals shall be submitted in a sealed envelope or package and must be identified with the solicitation number, title, and offeror's name and address clearly marked on the outside of the envelope or package. Each offeror responding to this RFP must supply all the documentation required in the RFP.
- C. **SUBMISSION RESPONSIBILITY.** It is the sole responsibility of the offerors for ensuring that their proposals are received and date and time stamped by SCPS personnel before the due date and time for receipt of proposals per the RFP. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes SCPS from requesting additional information at any time during the procurement process.
- D. **INCLEMENT WEATHER.** In the event that SCPS offices are not operating under normal staffing levels or if the location for receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or will default to the next regular business day at the same time.
- E. **ACCOMMODATION.** If you are an individual with a disability and require a reasonable accommodation, please notify SCPS Procurement Office at (540) 658-6000, three working days prior to need.

- 5.b OFFERORS QUALIFICATIONS:** 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 or individuals not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 5.c PROPOSAL FORMAT.** In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this subsection and should structure the proposal so that it contains individual tabs/sections detailing proposed services.
- A. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP. 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 SCPS.
 - B. SCPS encourages proposals that provide innovative alternatives to addressing SCPS. SCPS's 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.
 - C. Detailed Submittal Format.
 - 1. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
 - 2. 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 email address.
 - 3. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
 - 4. 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 SCPS's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.
 - 5. A detailed description of transition if this is a new service or location which addresses each of the topics listed in the Section 3a. Clearly state your ability to meet or exceed the requested services.
 - 6. Key Individuals. The offeror should provide a list of key individuals to be assigned to SCPS's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
 - 7. References.
 - a. All offerors should include a list of a minimum of three 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. If possible, please provide at least one in-state reference.

- b. Provide the abilities, qualifications, and experience of all persons who would be assigned to provide the required goods and services.
 - c. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous, specified period of time. Include names and addresses, contact persons, phone numbers, and e-mail addresses of all references.
 - d. SCPS 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 SCPS.
8. Completed Qualification Questionnaire – Attachment B
 9. Cost of each good/service using Price Summary Sheet – Attachment C
 10. Provide Service Level Objective using format found in Attachment D follow by a detailed service level agreement.

5.d PROPOSAL PERIOD. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

6. BASIS FOR AWARD

6.a COMPETITIVE NEGOTIATION. 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 RFP, including price if so stated in the RFP. 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, SCPS 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 RFP awards may be made to more than one offeror. Should SCPS 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.

6.b PROPOSAL ANALYSIS GROUP. A Proposal Analysis Group (PAG) has been established to review and evaluate all proposals submitted in response to this RFP. The PAG will conduct a preliminary evaluation of all proposals based on the evaluation criteria listed within this RFP.

6.c CONTACT WITH PROPOSAL ANALYSIS GROUP. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the PAG or any person involved in the evaluation of the proposals. Failure to comply with this directive may, at the sole discretion of SCPS, result in the disqualification of an offeror from the procurement process.

6.d PRESENTATIONS AND NEGOTIATIONS. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the SCPS Procurement Officer, or designee, to make oral presentations to the PAG. This PAG will then conduct a final evaluation of the proposals. 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 RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, SCPS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should SCPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be

negotiated and awarded to that offeror. The PAG will make appropriate recommendations to SCPS Procurement prior to actual award of contract.

6.e PROPOSAL EVALUATION CRITERIA. Proposals shall be evaluated by Stafford County Public Schools using a two (2) phase evaluation criteria:

- A. Qualification Questionnaire – Attachment B
 - 1. Must be met before proceeding.
- B. Detailed Evaluation
 - 1. PRICE SUMMARY SHEET – Attachment C Weight: 35%
 - 2. OPERATIONAL REQUIREMENTS Weight: 30%
 - 3. TASK TO BE PERFORMED Weight: 30%
 - 4. TRANSITION REQUIREMENT Weight: 5%

6.f ON-SITE VISITS. SCPS reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal. The SCPS Procurement Office, or designee, may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

6.g REVIEW OF PROPOSALS.

- C. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the SCPS Procurement Officer require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors shall submit such additional material by the deadline provided by SCPS.
- D. SCPS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

7. GENERAL CONDITIONS

7.a INSURANCE REQUIREMENTS. In addition to any other forms of insurance or bonds required in the RFP, the contractor shall provide and maintain the following insurance:

- A. Workers' Compensation and Employer's Liability: Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- B. Automobile Liability: A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- C. Comprehensive General Liability: Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive



General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.

- D. Contractor providing professional services and/or Information Technology (IT) shall also provide and maintain the following insurance:
1. Professional Liability: Professional Liability, Errors and Omissions insurance coverage with a minimum per occurrence/aggregate limit of \$1,000,000. Professional services shall include, but not be limited to: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Insurance/Risk Management, Landscape/Architecture, Legal, Professional Engineers, Professional Surveying, and IT Solutions and Services. Medical services provided by licensed professionals shall provide liability insurance at levels set by the Virginia Code.
 2. Cyber Liability: In addition to Professional Liability, Errors and Omissions insurance coverage listed in subsection (1) immediately above, any Contractor providing cloud-based IT services and solutions contracts must also provide coverage for Cyber Liability Coverage to assist in data loss or security breach in the amount of \$3,000,000 per occurrence.
- E. Additional insurance provisions that apply to all contracts include:
1. Additional Insured: The School Board of Stafford County, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the insurance certificate that this coverage "is primary and non-contributory to all other coverage SCPS may possess."
 2. Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 3. Excess or Umbrella Liability Policy: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 4. All contractors shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against SCPS, its officers, employees, agents and volunteers.
 5. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If



any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

6. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Procurement Officer prior to the award of any contract.

7.b COOPERATIVE PROCUREMENT. This procurement is being conducted by SCPS in accordance with the provisions of Virginia Code § 2.2-4304, as amended. If agreed to by the contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The contractor shall deal directly with any public body it authorizes to use the contract. SCPS, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the contractor and any other public bodies, and in no event shall SCPS, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a SCPS contract. SCPS assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

7.c PROPRIETARY INFORMATION. *Virginia Code § 2.2-4342(F)*, as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, 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 Virginia Code § 2.2- 4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

7.d INVOICES. Invoices for goods and services ordered and delivered shall be submitted by the contractor to the remittance address shown on the purchase order. All invoices shall show the contract number, description of the goods and services, and contract price as applicable. SCPS’s obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.

7.e CHANGES.

- A. SCPS may, at any time, by written order, require changes in the services to be performed by the contractor. If such changes cause an increase or decrease in the contractor’s cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The SCPS Procurement Officer, or designee, must approve all work that is beyond the scope of this RFP.
- B. No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the SCPS Procurement Officer, or designee.

7.f QUALITY EXPECTATION STATEMENT. SCPS, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, SCPS fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the SCPS’s total quality improvement initiative, the contractor shall be expected to become a member of the team and perform or provide goods and services products with a target of “zero defects – zero rework.”

- 7.g SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE.** It is the policy of SCPS to increase opportunities for certified small, micro, women-owned, minority-owned and service disabled veteran-owned businesses in all aspects of procurement to the maximum extent feasible. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to these certified businesses. The Virginia Department of Small Business and Supplier Diversity's certification database is available at <https://www.sbsd.virginia.gov/directory/>.
- 7.h REFERENCES.** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. SCPS may contact all references furnished by offerors. The right is further reserved by SCPS to contact references other than, and/or in addition to, those furnished by the offeror.
- 7.i DELIVERY FOB DESTINATION.** Any goods provided pursuant to this RFP shall be delivered FOB Destination to the SCPS using department, at the time and place specified in the contract documents. Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the contractor's name, purchase order number, and delivery address as indicated in the order. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made.
- 7.j SAFETY.**
- A. The contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry (DOLI). The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by DOLI under Title 40.1 of the *Code of Virginia* shall apply to all work under the contract. The contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the contractor.
 - B. The contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the contractor's employees from the work site.
 - C. Any activities of the contractor determined to be hazardous by SCPS, shall be immediately discontinued by the contractor upon receipt of either a written or verbal notice from SCPS to discontinue such activities.
 - D. If requested by the SCPS Project Manager, the contractor shall provide a written health and safety plan for the project prior to proceeding with work.
- 7.k TAXES.** SCPS is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by SCPS for its use or consumption. Tax exemption certification will be furnished upon request. Contractors are not exempt from paying taxes

on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

- 7.l OFFICIALS NOT TO BENEFIT.** Each offeror shall certify, upon signing the proposal, that to the best of their knowledge no SCPS official or employee having official procurement responsibility as provided in Article 6 of the Stafford County Procurement Policy, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- 7.m AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH.** An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid 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 bid a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this Article is granted by the SCPS Superintendent (https://cisiweb.scc.virginia.gov/z_container.aspx).
- 7.n ANNOUNCEMENT OF AWARD.** Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the [Commonwealth of Virginia's e-procurement site, eVA](#), and on [Stafford County's website](#).
- 7.o CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require SCPS to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall SCPS be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or other applicable law or regulation, or (iv) that would, in SCPS's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to SCPS's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by SCPS. Offeror is not required to state any exception to any liability provisions in responding to this Request for Proposal. If selected for negotiation after the proposal is submitted, the offeror must state any exception to the liability provisions in writing at the beginning of the negotiation.
- 7.p DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or proposals on contracts 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.
- 7.q SCHOOL CONTRACTOR CERTIFICATION:** By submitting their proposal, offerors acknowledge that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with



Stafford County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the Offeror's authorized signature, Offeror hereby certifies to the School Board of Stafford County that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

8. SPECIAL TERMS

- 8a. TECHNOLOGY AGREEMENTS.** The offeror shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the proposal for any online activity (i.e. hosted, online, portal, website, support site, etc.) or software that is required to use or support the product or service being proposed by the offeror.
- 8b. PROTECTION OF SCPS DATA.** To protect SCPS data, the contractor shall maintain secure, efficient, and effective information security processes documented by evidenced usage of industry acceptable information security standards, such as current version of ISO 27001/ISO 27002 certification/compliance status, SSAE NO. 16 Attestation status, or use NIST 800-53 controls. The offeror shall show evidence of usage of any or all these industry best practice controls to be considered for award of a contract. SCPS data transmitted to contractor and stored by contractor pursuant to the resultant Service Agreement shall reside at a data storage center within the United States (excluding the U.S. territories). The contractor agrees to notify the SCPS promptly upon any knowledge of a security incident or security breach associated with SCPS data bound by the resultant Agreement. An "unauthorized release" means a security event in which SCPS data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.
- 8c. SENSITIVE INFORMATION HANDLING.** Any information in the possession of SCPS which is specific to an employee, student, citizen, SCPS business function, private business entity or other government entity which is not generally available to the public shall be designated "Sensitive Information." The Contractor must protect Sensitive Information. The Contractor must have established administrative, ethical, and technological security measures and processes implemented within its organization for the purpose of protecting and maintaining continuity of its service delivery to SCPS. The Contractor must provide adequate security measures to protect SCPS data confidentiality, integrity, and the ability to include encryption of signaling and media.

9. CONTRACTUAL TERMS AND CONDITIONS

- 9.a CONTRACT EXECUTION.** The contract entered into pursuant to this RFP, hereinafter referred to as the "contract," is for the initial term and renewal set on the front of the RFP.
- 9.b CONTRACT RENEWAL.** Upon a determination by SCPS to renew this contract for an additional term, written notification will be given to the Contractor. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases may be negotiated only at the time of renewal. If the SCPS elects to exercise the option to renew the contract for an additional renewal term, the contract price(s) for the renewal term shall not exceed the contract price(s) of the most recent contract term by more than the percentage increase of the U.S. City Average, Other Services ID #CWUR0000SAS367 category Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the previous renewal period for which statistics are available. The source for this index shall be the following:
<http://www.bls.gov/cpi>. SCPS reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of SCPS.



- 9.c CONTRACT EXTENSION.** SCPS has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.
- 9.d CONTRACT MODIFICATION.** The contract shall not be amended, modified, or otherwise changed except by the written consent of the contractor and SCPS given in the same manner and form as the original signing of the contract.
- 9.e NEGOTIATING CONTRACT REDUCTIONS.** SCPS 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 SCPS at the time of contract execution/issuance of the purchase order. SCPS may initiate such negotiations whenever SCPS determines that it is in SCPS's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; SCPS may terminate the contract/purchase order immediately and without penalty if SCPS is unable to renegotiate the compensation with the contractor to an amount which SCPS determines is appropriate.
- 9.f NON-APPROPRIATION OF FUNDS.** The obligations of SCPS to pay compensation due to the contractor pursuant to the contract or any other payment obligations under any contract awarded pursuant to this contract are subject to appropriations by the School Board of Stafford County to satisfy payment of such obligations. SCPS's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and SCPS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. SCPS will provide contractor with written notice of non-appropriation of funds 30 days after action is completed by the School Board of Stafford County, but failure to give such notice shall be of no effect and SCPS shall not be obligated under the contract beyond the date of termination specified in SCPS's written notice.
- 9.g TERMINATION FOR CONVENIENCE.** A contract may be terminated in whole or in part by the SCPS in accordance with this clause whenever the Procurement Officer determines that such a termination is in the best interest of SCPS. Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 9.h TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the contractor fails to fulfill in a timely and proper manner its obligations under the contract, or if the contractor violates any of the covenants, agreements, or stipulations of the contract, SCPS shall have the right to terminate the contract. Any such termination shall be effected by mailing or delivery to the contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the contractor under the contract shall, at the option of SCPS, become its property and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Termination of the contract for cause does not relieve the contractor of liability to SCPS for damages sustained by SCPS by virtue of any breach of contract by the contractor until such time as the exact amount of damages due to SCPS from the contractor is determined.
- 9.i DELIVERY/SERVICE FAILURES.**
- A. All goods shall be delivered FOB Destination to the SCPS Department, at the time and place specified in the contract documents. Unless otherwise specified in the solicitation each case,

container, package, etc., delivered under the contract must be plainly marked, stating the contractor's name, purchase order number, and delivery address as indicated in the order. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made.

- B. In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the contract, SCPS shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
- C. Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Procurement Officer, corrected in place by and at the expense of the contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
- D. If the contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, SCPS may either (i) by contract amendment or otherwise, replace or correct such items and contractor shall reimburse SCPS, within a reasonable time specified by the Procurement Officer, for any reasonable expense incurred in excess of the contract prices; or terminate the contract for default as provided below.
- E. Unless the contractor corrects or replaces such items within the delivery schedule, the Procurement Officer may require the delivery of such items at a reduction in price, which is equitable under the circumstances.
- F. Acceptance or rejection of the goods shall be made as promptly as practicable after delivery, except as otherwise provided in the contract; but failure to inspect and accept or reject goods shall neither relieve the contractor from responsibility for such goods as are not in accordance with the contract requirements nor impose liability on SCPS. The inspection and test by SCPS of the goods does not relieve the contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance.

9.j SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Procurement Officer. In no case shall such assignment of contract relieve the contractor from its obligations or change the terms of the contract.

9.k PAYMENTS TO SUBCONTRACTORS.

- A. The contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the contractor by SCPS for work performed by any subcontractor under the contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from SCPS attributable to the work performed by the subcontractor under the Contract; or
 - b. Notify SCPS and the subcontractor, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. The contractor is obligated to pay interest to the subcontractor on all amounts owed by the contractor to the subcontractor that remain unpaid after seven days following receipt by the contractor of payment from SCPS for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph b, above. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month.

- C. The contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of SCPS. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- D. All contractors, if a proprietorships, partnerships, and/or corporations, shall provide SCPS with its federal employer identification number, or if an individual contractor, their social security number.

9.i AUDIT OF RECORDS. The parties agree that SCPS or its agent must have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of five (5) years after final payment. The contractor must include this requirement in all subcontracts related to the contract.

9.m GENERAL GUARANTY. Contractor agrees to:

- A. Save SCPS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the contractor is not the patentee, assignee, licensee or owner.
- B. Protect SCPS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- D. Pay for all necessary permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of SCPS.
- E. Protect SCPS from loss or damage any SCPS-owned property while it is in the custody of the contractor.

9.n SERVICE CONTRACT GUARANTY. Contractor agrees to:

- A. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that SCPS may reduce the said services at any time.
- B. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
- D. Allow services to be inspected or reviewed by an employee of SCPS at any reasonable time and place selected by SCPS. SCPS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- E. Stipulate that the presence of SCPS staff shall not lessen the obligation of the contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction thereof. SCPS staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Procurement Officer.

9.o INDEMNIFICATION.

- A. General Indemnification. Contractor must indemnify, keep and save harmless, and defend SCPS, its agents, officials, employees and volunteers against claims that may accrue or arise against SCPS as a result of the granting a contract, if the claim was caused by the negligence or error, or omission of the contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this section, a claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by SCPS, the contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the claim. If, related to a claim, any judgment is rendered against SCPS or a settlement reached that requires SCPS to pay money, the contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the contractor, does not limit the contractor's responsibility to indemnify, keep and save harmless, and defend SCPS as provided in this contract.
- B. Right to Participate in Defense. SCPS may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the claim, except when such defense or resolution requires SCPS to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases contractor must obtain SCPS's prior written consent before entering into such settlement or resolution.
- C. No Indemnification by SCPS. The parties agree that under applicable law SCPS cannot indemnify or defend the contractor. To the extent any promise or term contained in this contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by SCPS, that promise or term is stricken from this contract and of no effect.

9.p CONTRACTOR STATUS. The contractor is an independent contractor and neither the contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of SCPS except for such purposes as may be specifically enumerated herein, nor shall anything contained in the contract be construed to create any partnership or joint venture between the parties. The contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The contractor shall maintain exclusive control over its operations. SCPS will not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by SCPS for its employees.

9.q NON-DISCRIMINATION. During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination 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.

- D. The contractor will include the provisions of the foregoing paragraphs A, B, and C above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- 9.r DRUG FREE WORKPLACE.** During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.
- 9.s IMMIGRATION REFORM AND CONTROL ACT.** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 9.t CONTRACT ALTERATIONS:** The contract documents set forth the entire agreement between SCPS and the contractor. SCPS and the contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the contract documents. No contract document may be amended unless in writing, signed by the parties hereto.
- 9.u CONTRACTUAL DISPUTES.**
- A. Any dispute concerning a question of fact as a result of the contract shall be decided by the Assistant Superintendent of Finance and Administration, or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the contractor within 90 days of the receipt of the claim. The decision of the Assistant Superintendent of Finance and Administration, or designee, shall be final and conclusive unless the contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The contractor may not institute a legal action, prior to receipt of the Assistant Superintendent of Finance and Administration or his/her designee, decision on the claim, unless the Assistant Superintendent of Finance and Administration, or designee, fails to render such a decision within the time specified.
- B. The contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent, or designee, no later than 60 days after the final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the goods and/or services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.
- 9.v LEGAL ACTION.** No offeror or potential offeror, or contractor shall institute any legal action until all statutory requirements have been met.



9.w JURISDICTION AND VENUE. This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.



ATTACHMENT A

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The offeror:

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

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

-OR-

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

-OR-

☐ is 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.

Please 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 once issued (SCPS reserves the right to determine in its sole discretion whether to allow such waiver):

☐ SCC application is pending, and offeror requests a waiver.



ATTACHMENT B – QUALIFICATION QUESTIONNAIRE

Introduction:

In an effort to aide in determining whether or not Offerors have sufficient qualifications to provide the services requested, this questionnaire has been developed to provide responses to a standard set of additional questions, as referred to in Section 2b.

Note: The Offeror may attach additional information deemed appropriate and relevant to the response, including evidence of compliance, certifying documentation, and explanatory comments.

- A.** Provide a reference that is a K-12 school district or state/local government and include how many years you have provided the organization service?

- B.** Provide your organization's Service Provider Identification Number (SPIN):

- C.** Provide details on how you are going to meet the after-hour locating requirements for the following:

- 1.** Emergency Ticket (20VAC5-309-90)

- 2.** Three-Hour Tickets (56-265.24 and Utility Damage Prevention Advisory Committee Policy)

- D.** Provide distance from night dispatch location to 31 Stafford Ave. Stafford VA 22554 for after-hours response:

- E.** Provide your organization's VA811 Information:

ATTACHMENT C – PRICE SUMMARY SHEET

Introduction:

This form provides the Offeror with the standard template required to provide pricing information for each service requested in the proposal. The Offeror may insert rows as needed to propose additional services, resources, terms, comments, or other pricing related information. All taxes, fees, and/or surcharges must be include or explicitly defined.

The Contractor shall be compensated on a unit price individual “ticket basis”; maximum extent of each ticket shall be a work area as defined in paragraph 265.17 of the Virginia Underground Utility Damage Prevention Act and hourly for certain tasks.

The Contract Locator shall anticipate the following classification of locate tickets.

- Normal Ticket: A positive response is required.
- Emergency Ticket: A positive response is required and may include:
 - After-hours tickets
- Re-mark and Update Ticket: A positive response is required
- Three-Hour (“3-hour”) Ticket: Must respond according to Three Hour Ticket Policy and includes:
 - After-hours 3-hour ticket policy
- Meeting Ticket: A positive response is required
- Special Project Ticket: A positive response is not required.
- Designer Ticket: A positive response is required.

VA811 Marking

Item	Description	Unit Price	Flat Rate
1	Normal Ticket		
2	Emergency Ticket		
3	Emergency Ticket - After-hours		Not-Included
4	Site Work		
5	Three Hour Ticket		
6	Three Hour Ticket - After-hours		Not-Included
7	Meeting Ticket		
8	Special Project Ticket		
9	Designer Ticket		
10	Remark Ticket		
11	Update Ticket		
12	Damage Investigation and Report		
		Monthly Recurring Cost (MRC)	

Points will be awarded for using a Flat Rate MRC. Indicate what things are “Not-Included” in MRC and will be bill based on the Unit Price.

ATTACHMENT D – 3-YEAR MONTHLY TICKET NUMBERS AND RESPONSE CODES

Introduction:

This attachment provides the Offeror with monthly tickets and response code counts for the last three (3) years. This information should be used to provide the preferred billing of a fixed cost method for tickets processed during normal hours.

TICKETS:

	3 Hour	Can cel	Corr ecti on	Desi gner	Eme rgen cy	Mee ting	No Sho w	Norm al	Re mar k	Re tra ns mit	Spec ial Proj ect	Upd ate	TOT AL
January-19	10	5	0	0	13	0	0	209	10	0	0	163	410
February-19	19	4	0	1	13	0	0	175	14	0	0	165	391
March-19	13	2	0	0	12	0	0	227	15	0	0	208	477
April-19	8	3	0	0	7	0	0	274	29	0	0	174	495
May-19	19	1	0	0	9	0	0	273	8	0	0	235	545
June-19	14	2	0	0	15	1	1	232	28	0	0	202	495
July-19	13	8	0	1	8	0	0	233	14	0	0	234	511
August-19	22	1	1	0	8	0	0	263	26	0	0	261	582
September-19	10	7	0	0	7	0	0	206	17	0	0	225	472
October-19	19	7	0	0	9	0	0	206	21	0	0	209	471
November-19	14	3	0	0	10	0	0	231	10	0	0	212	480
December-19	6	1	0	2	5	0	0	130	37	0	0	157	338
	167	44	1	4	116	1	1	2659	229	0	0	2445	5667

** Twenty-five percent (25%) of the 3-Hour and Emergency Tickets are done After-Hours.

3-YEAR MONTHLY TICKET NUMBERS AND RESPONSE CODES (continued)

TICKETS:

	3 Hour	Can cel	Corr ecti on	Desi gner	Eme rgen cy	Mee ting	No Sho w	Norm al	Re ma rk	Retr ans mit	Spec ial Proj ect	Upd ate	TOT AL
January-18	8	5	0	0	21	1	0	209	14	0	0	96	354
February-18	5	2	0	1	6	0	0	192	14	0	0	99	319
March-18	5	14	1	0	16	0	0	248	22	0	0	125	431
April-18	8	6	0	0	7	0	0	257	22	0	0	95	395
May-18	11	3	1	0	10	0	0	269	38	0	0	140	472
June-18	9	6	0	0	11	0	2	248	19	0	0	153	448
July-18	12	4	0	1	11	0	0	229	24	0	0	149	431
August-18	14	4	0	2	10	0	2	222	23	0	0	190	467
September-18	8	3	1	0	10	0	0	240	15	0	0	125	402
October-18	17	2	0	0	17	0	1	284	12	0	0	215	548
November-18	6	8	0	0	6	0	0	260	20	0	0	159	459
December-18	6	1	0	2	5	0	0	130	37	0	0	157	338
	109	58	3	6	130	1	5	2788	260	0	0	1703	5064

January-17	10	4	0	0	6	0	0	144	7	0	0	75	246
February-17	13	3	0	0	6	0	0	159	6	0	0	74	261
March-17	9	7	0	0	9	0	0	232	12	0	0	105	374
April-17	26	4	0	0	3	0	0	220	11	0	0	80	344
May-17	12	4	0	0	4	0	0	192	15	0	0	87	314
June-17	14	4	1	0	5	0	0	207	8	0	0	60	299
July-17	15	3	0	1	9	0	0	221	16	0	0	76	341
August-17	14	4	0	0	12	0	0	237	16	0	0	129	412
September-17	8	5	0	0	5	0	0	245	10	0	0	110	383
October-17	15	4	0	3	9	2	0	277	11	0	0	111	432
November-17	8	5	0	1	7	0	0	203	24	0	0	127	375
December-17	8	2	0	0	13	0	0	186	16	0	0	95	320
	152	49	1	5	88	2	0	2523	152	0	0	1129	4101

3-YEAR MONTHLY TICKET NUMBERS AND RESPONSE CODES (continued)

Response Codes

	10	11	30	31	60	888	91	96
January-19	144	0	240	0	6	5	0	3
February-19	163	0	226	0	8	4	0	2
March-19	204	0	264	0	6	2	0	2
April-19	184	0	307	0	2	3	1	0
May-19	222	0	328	0	0	1	0	4
June-19	183	0	303	0	0	2	0	0
July-19	229	1	277	0	2	8	1	4
August-19	238	0	334	0	1	1	1	4
September-19	176	0	275	0	0	7	0	1
October-19	195	0	262	0	2	7	0	14
November-19	206	0	258	0	0	3	1	9
December-19	154	0	182	1	4	1	0	5
	2298	1	3256	1	31	44	4	48

	10	11	30	31	60	888	91	96
January-18	77	0	236	0	1	5	1	3
February-18	81	1	238	0	0	2	0	0
March-18	80	2	323	0	0	14	0	1
April-18	99	8	280	1	0	6	0	1
May-18	119	6	314	1	9	3	0	5
June-18	125	13	299	0	1	6	0	2
July-18	115	10	274	0	3	4	0	3
August-18	141	14	312	0	0	4	0	1
September-18	115	10	276	0	0	3	0	6
October-18	180	6	351	0	7	2	7	9
November-18	148	0	299	1	5	8	2	4
December-18	154	0	182	1	4	1	0	5
	1434	70	3384	4	30	58	10	40

3-YEAR MONTHLY TICKET NUMBERS AND RESPONSE CODES (continued)

Response Codes

	10	11	30	31	60	888	91	96
January-17	64	1	158	0	1	4	1	2
February-17	73	3	183	0	0	3	0	2
March-17	93	0	242	1	7	7	4	0
April-17	93	0	253	1	7	4	0	0
May-17	78	1	211	0	5	4	0	2
June-17	69	1	202	1	4	3	0	0
July-17	73	9	215	0	1	3	0	1
August-17	100	1	280	0	1	4	0	1
September-17	101	2	269	0	0	5	0	10
October-17	119	1	286	0	3	4	1	1
November-17	93	2	279	1	0	5	0	1
December-17	82	0	229	0	1	2	1	2
	1038	21	2807	4	30	48	7	22



ATTACHMENT E – PROPRIETARY INFORMATION IDENTIFICATION

PROPRIETARY INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

Section Title:	Page #s:	Reason for Withholding from Disclosure
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

[END OF REQUEST FOR PROPOSALS]

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