SCOPE OF SERVICES

Introduction

Page County Public Schools, hereinafter referred to as PCPS, in compliance with its procurement section of the Page County Public Schools Policy and Procedures Manual, is soliciting proposals from qualified individuals or firms to lease or have constructed a Wide Area Network (WAN).

This RFP is to solicit proposals to secure the most reliable, efficient, and cost effective Wide Area Network (WAN) for Internet access service for PCPS. It is essential that PCPS remain in compliance with all rules, regulations, filing and application procedures, and deadlines of the Universal Service Administrative Company (USAC), Schools and Libraries Division.

Background

Currently, the PCPS WAN consists of a fiber backbone with a 2 Gb fiber handoff to each of the following sites:

- Luray Elementary School
- Shenandoah Elementary School
- Springfield Elementary School
- Stanley Elementary School
- Luray Middle School
- Luray High School
- Grove Hill
- Central Office
- Page County Technical Center

In addition, there is a 1 Gb circuit at the Luray High School Athletic Field. There are currently two 10 Gb circuits at Page Middle to accommodate these other circuits. This WAN is leased. The existing WAN can be upgraded or a new WAN can be constructed. This network shall have sufficient capacity and accommodate future growth. A fiber handoff at each location is required.

The hub site will be located at Page County Middle School.

Appendix A is a map of the buildings and Appendix B is a listing with addresses of all sites.

The Page County Public School network will include ten schools, Central Office, and Luray High School Athletic Field (Appendix B).

It is anticipated that all sites will be constructed or leased with the exception of Page County High School which currently has in-house fiber connectivity to Page County Middle School (Appendix A). This connection must be accommodated as part of the constructed WAN.

Sealed bids will be received at the Page County School Board Office until 12:00 noon on Friday, January 5, 2024.

Submit an electronic copy, an original and two (2) copies of completed responses, signed Non-Collusion Statements (Appendix C), signed Vendor Contact with Student form (Appendix D and General Terms and Conditions: Item H), completed Authorized to Transact Business (Appendix E and General Terms and Conditions: Item G), and any other supporting documents to the following address:

Page County Public Schools
RFP# Page County Schools WAN Service
Attn: Blake Samples
735 West Main Street
Luray, Virginia 22835

Awarding of the contract will be contingent upon approved funding from E-Rate for Category 1 funds and Page County Public School Board.

The Page County School Board reserves the right to accept or reject any or all offers, to waive any informalities or irregularities, and to accept a proposal, which is deemed in its best interest. The division reserves the right to choose one or more vendors to provide the services listed in this RFP. The division further reserves the right to accept vendor proposals in whole or in part, therefore having the flexibility to select equipment and services that best meet the needs of the division. All submissions are subject to available funds for the scope of the project. PCPS will not be held responsible for any cost not specifically stated in the proposal.

Procurements will be conditional pending funding of an application filed by Page County Public Schools with the E-Rate Program. Pricing must be guaranteed either until Page County Public Schools agrees to funding or receives E-Rate funding for this RFP and work is completed.

Any questions or comments concerning this Request for Proposals or to schedule a site visit should be directed to:

<u>Specifications</u>
Blake Samples
Page County Public Schools
Division Technology Officer
Phone: 540-743-6533
Fax: 540-743-7784
Email: bsamples@pagecounty.k12.va.us

<u>Procurement</u>
Paul Johnson
Page County Public Schools
Asst Supt of Human Resources & Business Ops
Phone: 540-743-6533
Fax: 540-743-7784
Email: pjohnson@pagecounty.k12.va.us

Service Requests

1. Applicant is seeking bids for a WAN solution
2. Network Design and Construction Routes
    a. Applicant leaves point of presence (PoP) location and fiber routes up to respondent. However, due to current and future bandwidth needs, designs are encouraged to provide dedicated infrastructure to Applicant. This includes little to no aggregation or third-party equipment between Applicant site and PoP.
    b. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution.
    c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
    d. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
3. **If a leased solution is proposed**, the vendor will be responsible for the equipment and termination necessary to provide a fiber handoff to the main switch in each building. The switching equipment will be provided and managed by PCPS. This includes switching equipment at Page County Middle School and all school sites. After the fiber handoff is provided, PCPS will configure all switches at each location. The vendor will be responsible for assisting in this configuration. The provider will maintain the circuits and provide all support and repairs inclusive under contract.
4. **If new construction is proposed**, the vendor will be responsible for all underground/above ground construction of the fiber network to include all railroad and right-of-way permissions. Vendor will also be responsible for bringing all cabling through external and internal building walls including wall penetration and conduit. If this involves the penetration of any firewall, the firewall must be properly resealed to re-establish firewall integrity. If necessary, the vendor is responsible for securing equipment to racks or walls in each building's main network wiring area.

Service Level Agreement

1. Proposed services must meet the following specifications:
   a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
   b. .25% frame/packet loss commitment
   c. 25ms round trip network latency commitment on **transport between Applicant site and PoP only. This does not apply to traffic outside of the PoP.**
   d. 10ms network jitter commitment
   e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
   f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts the vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

PROPOSAL REQUIREMENTS

The following section has been provided for responses to the following items. Provide responses to each numbered item within the item. These will be used in the evaluation process.

1. Provide the current name, address, and telephone number of at least three (3) references (preferably K-12) that the company has served recently with the similar size and/or services.
2. Provide documentation that the firm is independent and licensed to practice in the Commonwealth of Virginia.
3. The vendor provides fee structure for services to PCPS listing each circuit separately. See appendix F.
4. Fees charged that are not supported by E-rate funding must be listed separately.
5. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the matrix.
6. The vendor must notify PCPS of any liens or pending litigation.
7. Vendor must participate in the E-rate program by having a SPIN number and having filed a current Service Provider Annual Certification Form. Vendor must provide the SPIN number for which these services are eligible.
8. Must provide evidence of being an authorized Telecommunications Provider according to E-rate requirements.
9. Acknowledge that any contractual relationship resulting from the RFP is contingent upon successful receipt of Universal Service Fund (E-rate) funding and existing budgetary requirements.
10. Proposals requiring little to no special construction should be able to bring all sites online by July 1, 2024. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by July 1, 2024. **If new construction is proposed,** a schedule of bringing the service online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
11. Vendor must include a network diagram displaying the paths to be used to serve each endpoint. Diagrams must show if the circuit is routed through any aggregation hubs or third-party facilities/equipment between district site and point of presence. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.
12. Vendor must terminate service or infrastructure in the demarcation point at the address specified in the pricing sheet. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Vendor must specify a specific demarcation setup included in base fees, e.g. rack mounted customer premise equipment (CPE) and fiber handoff, rack mount patch panel, etc.
13. Vendor must provide a fiber handoff from CPE to PCPS switch at the hub site. This handoff should be from a single CPE and be able to accommodate the aggregate throughput from all other sites.
14. Vendor must provide a means by which PCPS can accurately measure the bandwidth on each circuit.
15. Vendor shall include with their proposal a contract that incorporates the requirements in this RFP that is ready to be signed by PCPS authorized personnel. This contract shall include cost quotes for each location at the bandwidth intervals of 2Gb, 3Gb, and 4Gb with the exception of the Luray High School Athletic Field that will only require 1Gb. Vendor shall also include a statement that provides for PCPS to have the option to upgrade anytime during the contract at the quoted price for those circuits without the need for another contract or RFP regardless of the bandwidth selected for the circuits.
16. Contract options are requested for 36 month, 48 month, and 60 month terms of service.

17. **If new construction is proposed** and in accordance with proposal requirement #16, the vendor will provide cost quotes for the equipment necessary to reach bandwidth intervals of 2Gb, 3Gb, and 4Gb and shall also include a statement that provides for PCPS to have the option to upgrade anytime during the contract at the quoted price for that equipment without the need for another contract or RFP regardless of the bandwidth selected for the equipment.

18. **If new construction is proposed**, the vendor will be responsible for all underground/above ground construction of the fiber network to include all railroad and right-of-way permissions. Vendor will also be responsible for bringing all cabling through external and internal building walls (including wall penetration and conduit) and securing equipment to racks or walls in each building's main network wiring area. If this involves the penetration of any firewall, the firewall must be properly resealed to re-establish firewall integrity.

19. All solutions must adhere to the Service Level Agreement (SLA) terms.

20. Provide a detailed description of the work to be done in order to provide the described WAN to PCPS. Does this require a change of equipment or just reconfiguration of existing equipment?

21. Any vendor proposing to construct a new WAN must do a walk-through at each site with the Division Technology Officer prior to submitting a proposal. If you are proposing a new WAN, list what date you visited each site.

22. **If a leased solution is proposed**, the vendor will maintain the circuits and provide all support and repairs during the terms of the contract. PCPS prefers to contract with a vendor for the duration of **three (3) years which will end on June 30, 2027.** However, if the vendor can prove cost effectiveness of a four or five year contract, then PCPS will consider those terms.

23. **If new construction is proposed**, please detail the contract provided for PCPS and outline the cost. PCPS prefers to contract with a vendor for the duration of **three (3) years which will end on June 30, 2027.** However, if the vendor can prove cost effectiveness of a four or five year contract, then PCPS will consider those terms.

24. Any proposed contract between PCPS and potential vendor **must** give PCPS the flexibility to increase bandwidth regardless of the duration of the contract. The cost of increased bandwidth will be at the rate quoted in this proposal.

25. If their solution is chosen, vendor is required to promptly provide PCPS with any information being requested as part of PIA review. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers. **All vendors must agree to this with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**

EVALUATION CRITERIA AND WEIGHT

% Weight	Criteria
40	**E-rate eligible recurring and one-time circuit costs**
20	Complete bid submission
10	Ability to support requirements of this RFP
10	Proposed contract terms and conditions
10	Service reliability and dedicated infrastructure
5	E-rate ineligible recurring or one-time costs
5	Provider references

- **Criteria Explanation**
  - E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
  - Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information
  - Ability to support requirements of this RFP: proposed solution clearly meets Applicant's requirements and needs
  - Proposed contract terms and conditions: Proposed contract has flexibility and terms desired by Applicant
  - Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
  - E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
  - Provider references: response included K12 references that were similar in size and scope

AWARD OF CONTRACT

Selection shall be made of one vendor deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Proposal Requirements. Negotiations shall be conducted with the vendor so selected. Price shall be the primary factor but other items in the proposal requirements will factor into the decision. PCPS shall select the vendor which receives the most points in the evaluation process.

The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the vendor's proposal as negotiated. Similarly, any materials provided by the vendor for the purpose of PCPS to evaluate the proposal might be referenced to become part of the purchase agreement between PCPS and the vendor.

GENERAL TERMS AND CONDITIONS

The general conditions set forth herein apply for contractual services rendered to PCPS. All vendors are bound by these conditions. Further, these conditions and requirements become part of any contract awarded between PCPS and the successful vendor.

Any changes in the general conditions after the proposal is advertised will be official only when submitted in writing and signed by the Clerk of the Board. Any and all changes will be made by addendum and all vendors notified. All addenda issued will become a part of the proposal.

Should a vendor find discrepancies, ambiguities, and require clarification, he/she should notify the School Board and Clerk of the Board at least five (5) days prior to the date set for opening of proposals. Such notifications should be directed as follows:

Specifications	Procurement
Blake Samples	Paul Johnson
Page County Public Schools	Page County Public Schools
Division Technology Officer	Asst Supt of Human Resources & Business Ops
Phone: 540-743-6533	Phone: 540-743-6533
Fax: 540-743-7784	Fax: 540-743-7784
Email: bsamples@pagecounty.k12.va.us	Email: pjohnson@pagecounty.k12.va.us

Service provider is responsible for following state and local codes related to business licenses including paying for and securing all required business licenses.

Vendor must obtain and provide evidence of any and all permissions necessary (from personal landowners or business) to enable services to be provided to the stated sites (includes but not limited to permits necessary to cross railroad).

Participate in the E-rate program by having a SPIN number and having filed a current Service Provider Annual Certification Form. Vendor must provide evidence of being an authorized Telecommunications Provider according to E-rate requirements.

Every bidder (or vendor) shall include in its bid (or proposal) the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the bidder (or vendor) is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, the bidder (or vendor) shall include in its bid (or proposal) a statement describing why the bidder (or vendor) is not required to be so authorized. Any bidder (or vendor) that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent.

The contract with successful bidder will contain provisions in accordance with Virginia Code Sections 2.2-4312 and 2.2-4311.1 and the vendor and all subcontractors will comply with all said requirements.

A. Proposal Procedures

1. The required number of copies of the proposal must be signed, sealed, and received at the School Board Office, prior to the closing hour, with the proposal name and RFP# shown clearly on the face of the envelope. Proposals offered by telephone, facsimile or electronically will not be accepted. Proposals delivered in person must be delivered to the School Board Office, 735 West Main Street, Luray, Virginia 22835.

2. In submitting a proposal, the vendor signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment, and services necessary to perform this proposal in accordance with all documents constituting the proposal and will comply satisfactorily with the proposal documents.

3. All information required by the solicitation must be supplied to constitute a responsive proposal. All information submitted including prices should be typed so as to ensure legibility. However, the vendor's signature shall be handwritten in ink in order for the proposal to be considered.

4. The vendor expressly warrants that the services proposed herein are not the result of an agreement or understanding expressed or implied with any other vendor or vendors.

5. In the case of a tie, preference shall be given to goods, services, and construction products in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available. Otherwise, the tie shall be decided by lot.

6. Any proposal submitted with corrections must have the corrections initialed by the person who signed the original proposal. No proposal changes will be permitted at the opening. The unit price will prevail in the event an error is made in computing totals.

7. The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by PCPS at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in §630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

8. Right is reserved to waive any and all informalities and to cancel or reject any and all proposals.

9. The successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or the right, title, or interest therein, without written consent of PCPS.

10. Proposals will be received up to the appointed hour. However, PCPS officials reserve the right to take sufficient time to study the various proposals and then make the award. The contract will be awarded as promptly as possible after the closing date.
11. If proposals are submitted by Federal Express, UPS, or other commercial carrier, the following address must be used:

    Page County Public Schools
    Attn: Blake Samples
    RFP # - PCPS WAN Service
    735 West Main Street
    Luray, Virginia 22835

12. Vendors may be required under Chapter 11, Title 54 of the *Code of Virginia* to show evidence of certificate of registration.

13. Failure to comply with conditions set forth herein may result in removal of an item(s) or total proposal from consideration.

B. Anti-Discrimination

By submitting their proposals, vendors certify to the PCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit *(Code of Virginia §*2.2-4343.1*)*.
In every contract over $10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

C. Payments

1. Billing will be directed to Page County Public Schools, 735 West Main Street, Luray, Virginia, 22835. Monthly payments will be made after successful completion/installation/delivery and the receipt of a proper invoice.

2. Billing statements may only reflect the charges for the WAN. The cost of services provided by the vendors under existing contracts with PCPS may not be reflected in the same billing statement.

3. Payment shall not preclude PCPS from making a claim for adjustments on any item later found not to have been in accordance with General Conditions and Specifications.

4. Vendors will discount invoices **if requested** and shall be solely responsible for timely filing of invoices with USAC. Vendor agrees that PCPS will not be liable for any discounted amount that the vendor submits late or submits improperly to USAC for payment.

D. Protest of Award or Decision to Award

Any bidder or vendor who desires to protest the award or decision to award a contract shall submit such protest in writing to the Superintendent no later than ten (10) business days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or vendor is not a responsible bidder or vendor. The written protest shall include the basis for the protest and the relief sought.

E. Insurance

By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, the following insurance coverages will be in effect at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §2.2-4332 and §65.2-800 et seq. of the *Code of Virginia*. The vendor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

<u>Insurance Coverages and Limits Required</u>:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability – Professional liability insurance with minimum limits of $500,000 per claim and $1,000,000 aggregate limit of liability.
3. Commercial General Liability – Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. PCPS must be named as an additional insured when requiring a contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - $500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)
5. The contractor shall assume defense or an indemnity and hold harmless Page County Public Schools, its officers and agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others arising out of the negligent acts, errors or omissions of the contractor in his performance of this contract.

F. Nondiscrimination of Contractors

A vendor or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations

G. Authorized To Transact Business

Pursuant to §2.2-4311.2 to the *Code of Virginia* (effective July 1, 2010) each bidder or vendor organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or vendor that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or vendor is not required to be so authorized.

Please complete the following:

A. _______ Bidder/Vendor is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/vendor's SCC Identification Number is _________________________________.

B. _______ Bidder/Vendor is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/vendor's SCC Identification Number is _________________________________.

C. _______ Bidder/Vendor does not have an Identification Number issued to it by the SCC and such bidder/vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

____

____

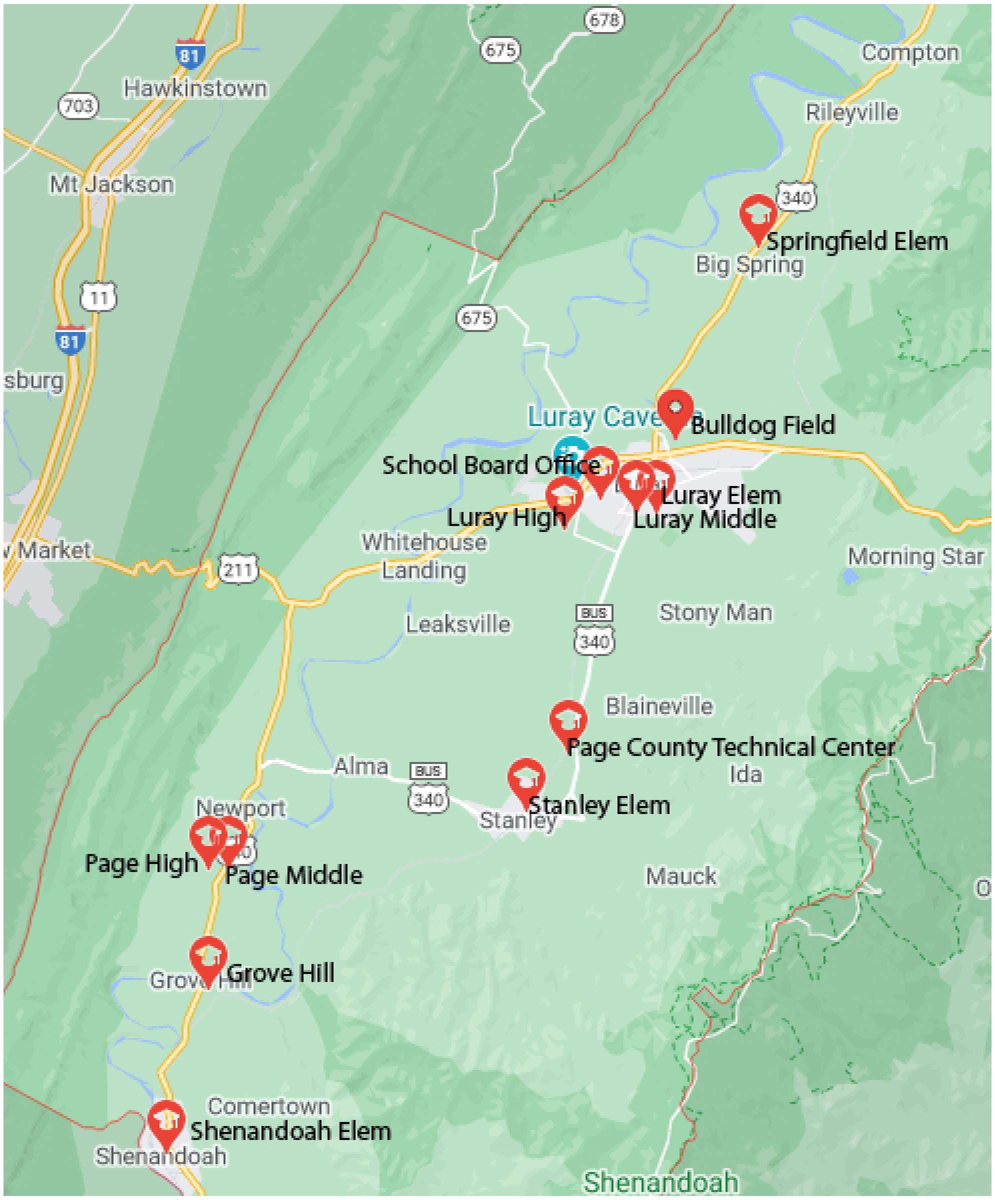
____

Please attach additional sheets of paper if you need more space to explain why such bidder/vendor is not required to be authorized to transact business in Virginia.

H. Employee Certification

Bidders shall certify (Appendix D – Employee Certification) that any of the employees who will provide services under a resulting contract and will be in direct contact with Page County Public Schools' students, defined as in the presence of students during regular school hours or during school-sponsored activities, (i) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) such person has not been convicted of a crime of moral turpitude. Bidders shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors' employees.

Appendix A


Springfield Elem
Bulldog Field
School Board Office
Luray High
Luray Elem
Luray Middle
Page County Technical Center
Stanley Elem
Page High
Page Middle
Grove Hill
Shenandoah Elem
Compton
Rileyville
Hawkinstown
Mt Jackson
Big Spring
Luray Caverns
Whitehouse Landing
Leaksville
Stony Man
Morning Star
Blaineville
Ida
Alma
Newport
Stanley
Mauck
Comertown
Shenandoah

Appendix B

LISTING OF SITES FOR PAGE COUNTY SCHOOL BOARD

Shenandoah Elementary School 529 Fourth Street Shenandoah, VA 22849	Stanley Elementary 306 Aylor Grubbs Avenue Stanley, VA 22851	Luray Middle School 14 Luray Avenue Luray, VA 22835
Grove Hill 7979 US Highway 340 Shenandoah, VA 22849	Page County Tech Center 525 Middleburg Road Luray, VA 22835-6709	Luray Elementary 555 First Street Luray, VA 22835-2008
Page County Middle School 198 Panther Drive Shenandoah, VA 22849	Luray High School 243 Bulldog Drive Luray, VA 22835	Springfield Elementary 158 Big Spring Lane Rileyville, VA 22650
Page County High School 184 Panther Drive Shenandoah, VA 22849	Page County School Board 735 West Main Street Luray, VA 22835-1030	Luray High School Athletic Field 740 US Highway 340 Luray, VA 22835

PAGE COUNTY SCHOOL BOARD
REQUEST FOR PROPOSALS
RFP # - PCPS WAN SERVICE

Appendix C

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

Terms and Conditions: **ALL** enclosed General and Special Terms and Conditions shall apply to this Request for Proposals. Vendors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaging in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Government Frauds Act, the Virginia Government Bid Rigging Act, Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a representative, for the offer or:

Name of Firm or Individual: ____

Address: ____

____

Signature: ____

Name (type/print): ____

Title: ____

Telephone: ________________________ Fax: __________________________

E-mail Address of Signer: ____

FEI/FIN No. ________________________ Date: _________________________

Appendix D

EMPLOYEE CERTIFICATION

Name of Contractor: ____

Pursuant to §22.1-296.1 of the *Code of Virginia*, prior to awarding a contract for the provision of services that require the contractor and/or employees (or subcontractors) to have **direct contact with students**, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he/she has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) such person has not been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

For the purposes of this subsection, **direct contact with students** means being in the presence of students during regular school hours or during school-sponsored activities.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services to the School Division under the resulting contract (i) will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) such persons have not been convicted of a crime of moral turpitude. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

____
Signature of Authorized Contractor Representative

____
Printed Name of Authorized Contractor Representative

____
Printed Name of Vendor (if different than Representative)

____
Date

PAGE COUNTY SCHOOL BOARD
REQUEST FOR PROPOSALS
RFP # - PCPS WAN SERVICE

Appendix E

AUTHORIZED TO TRANSACT BUSINESS

Pursuant to §2.2-4311.2 to the *Code of Virginia* (effective July 1, 2010) each bidder or vendor organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or vendor that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or vendor is not required to be so authorized.

Please complete the following:

A. _______ Bidder/Vendor is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/vendor's SCC Identification Number is _________________________________.

B. _______ Bidder/Vendor is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/vendor's SCC Identification Number is _________________________________.

C. _______ Bidder/Vendor does not have an Identification Number issued to it by the SCC and such bidder/vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

____

____

____

Please attach additional sheets of paper if you need more space to explain why such bidder/vendor is not required to be authorized to transact business in Virginia.

Appendix F
Listing of all Fees

Network Bandwidth Proposal							
Site	Location Name	Minimum Bandwidth	Proposed Bandwidth	E-Rate Eligible Charges		Non-Erate Eligible Charges	
				Monthly Charges	One-time Charges	Monthly Charges	One-tim e Charges
A	Luray Elem	2 Gb					
B	Shenandoah Elem	2 Gb					
C	Springfield Elem	2 Gb					
D	Stanley Elem	2 Gb					
E	Luray Middle	2 Gb					
F	Luray High	2 Gb					
G	Page Tech Center	2 Gb					
H	Grove Hill	2 Gb					
I	School Board	2 Gb					
J	LHS Athletic Field	1 Gb					
K	Page Middle	20 Gb					
			Total:				