



**Charlottesville City Schools**

**IFB #08-22**

**Leased Lit / Leased Dark / Self-Provisioned FIBER-OPTIC  
WAN (Wide Area Network)  
Equipment and Installation /Support  
(E-rate Category 1)**

**Request for Proposal Issued:  
December 17, 2021**

**Deadline for Submittal of Proposals:  
3:00pm EDT Tuesday, January 18, 2022**



**CHARLOTTESVILLE CITY SCHOOLS**  
Every Learner. Every Day. Everyone.

**Division Administration Office**  
1562 Dairy Road  
Charlottesville, VA 22903  
(434) 245-2400  
Fax (434) 245-2603  
www.charlottesvilleschools.org

Charlottesville City Schools

**Request For Proposals**

Issue Date: 12-17-2021  
IFB# 08-22

Title: *Leased Lit / Leased Dark / Self-Provisioned FIBER-OPTIC WAN (Wide Area Network)*

Issuing Agency: Charlottesville City Schools  
1562 Dairy Road  
Charlottesville, VA 22903  
ATTN: Pat Cuomo  
Telephone: 434-245-2693  
FAX: 434-245-2603  
Email: CuomoP1@charlottesvilleschools.org

Sealed Bids will be received until **Tuesday, January 18, 2022 at 3:00 p.m.** for furnishing the goods and services described herein and then opened in public.

All inquiries for information should be directed in writing within 21 days of bid issue date to:  
Mr. Pat Cuomo - Director of Technology  
CuomoP1@charlottesvilleschools.org  
(434) 245-2693

**IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO SAME ADDRESS.**

In compliance with this Invitation for Bids and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services at the price indicated in the enclosed bid.

Name and Address of Firm:

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

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

By:\_\_\_\_\_

Signature in ink

Title:\_\_\_\_\_

Contact Information:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Zip Code\_\_\_\_\_

Telephone Number: (\_\_\_\_)\_\_\_\_\_

FEI/FIN NO.\_\_\_\_\_

Fax Number:(\_\_\_\_)\_\_\_\_\_

Contractor\_\_\_\_Does \_\_\_\_Does Not consider his firm to be a minority owned business.

Contractor\_\_\_\_Is\_\_\_\_Is Not certified as a SWAM business by the Virginia Department of Small Business and Supplier Diversity.



## **SCOPE OF WORK:**

The Charlottesville City Schools is accepting proposals for E-rate Category 1 WAN (Wide Area Network) solutions to connect all District locations together - 9 sites. We are interested in (and will be comparing) Leased Lit, Leased Dark, and Self-Provisioned (with maintenance) options. For any options that include a build-out, we would like to see options that include pricing based on E-rate's Special Construction Program and spreading payments out over 4 years. Solution must connect all District locations and be scalable in terms of speed and future expansion. All applicants must have previous experience with the E-rate program.

### **Important Details:**

- Price quotes are requested for 1, 3, and 5 year terms of service with options for renewal of contract at like terms for up to 4 term renewals for 10Gbps, 20Gbps, 40Gbps, and 100Gbps unless otherwise specified
- Detailed pricing information for each year of the contract period is required including all applicable taxes and surcharges.
- All proposals must clearly indicate who will own the fiber, maintain the fiber, and provide connection equipment.
- All proposals must be a turn-key solution, including all equipment needed.
- All proposals must indicate if any part thereof would be considered 'ineligible' by USAC.
- The target date for completion of this project is May 1, 2023
- All proposals shall be written with line-item detailed pricing, including but not limited to the following items which will ensure a fair and honest evaluation of proposals between vendors:
  - Construction cost
  - Equipment costs
  - Materials
  - Maintenance and support

The final decision will be made and proposals will be judged based on the following scoring rubric, and in accordance with E-rate and local requirements:

| Category                                                         | Weight |
|------------------------------------------------------------------|--------|
| Costs of eligible goods and services                             | 25%    |
| Long term cost and link-speed upgradability (5, 10, and 15 year) | 20%    |
| Flexibility of network design                                    | 15%    |
| Vendor E-rate / K12 experience and references                    | 15%    |
| Vendor ability to provide guaranteed and timely response         | 15%    |
| Vendor includes detailed plans, maps, and pricing breakdowns     | 10%    |



## **SPECIFICATIONS OF WAN AND PROPOSAL REQUIREMENTS**

Charlottesville City Schools will accept a variety of topology designs in the case of a Self-Provisioned or Dedicated Lease Private fiber solution, but all proposals (including non-dedicated leased lit fiber) must adhere to the following requirements for our Fiber-Optic WAN:

- ☐ The vendor is responsible for the accurate design and plan to provide a turn-key WAN solution.
- ☐ The vendor is responsible for any and all permits required in association with this project.
- ☐ The vendor must work with local municipalities to obtain permits and right of ways associated with the installation of the WAN.
- ☐ Solution should be designed to maximize uptime and limit potential single-points of failure.
- ☐ The vendor must provide detailed geographic maps and diagrams of the entire WAN.

### **Fiber Options**

- ☐ *Leased Lit Fiber*
  - ☐ Respondents shall provide dedicated, symmetrical transport bandwidth of 1Gbps, 10 Gbps, 40 Gbps and 100 Gbps with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable to 100 Gbps. The District demark located at 107 Poplar St. must be 40 Gbps if building speeds are 1 to 10 Gbps. If building speeds are 40 Gbps then district demark should be 100 Gbps.
  - ☐ We ask for the sum of the parts to be equal to what's delivered at the hub.  
Example: (if you had 10 edge sites that went back to one hub and each edge site had a 10 gig connection, the hub would have 100 gig)
- ☐ *Leased Dark Fiber*
  - ☐ As an alternative to a lit fiber solution, respondents can quote a leased dark fiber network solution from the specified hub to the eligible service location. Fiber and required hardware must be adequate to meet the bandwidth need described in the above Leased Lit Fiber bullet point.

### **Fiber Maintenance Terms and Conditions**

The District requires on-going maintenance of the fiber on all leased dark fiber solutions.

Maintenance responses are required as follows:

- ☐ All leased dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted to a third party. In the case of the 3rd party maintenance, respondents must hold and manage the subcontract and are ultimately responsible for the SLA. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. Respondents will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. It is assumed that maintenance costs are included in the monthly lease fee.



- ☐ Respondent shall maintain the applicable fiber 7 days per week, 24 hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, respondents shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. When pricing maintenance, respondents should include an overview of maintenance practices including:
  - ☐ Routine maintenance and inspection
  - ☐ Marker and handhold inspection and repair
  - ☐ Handling of unscheduled outages and customer problem reports
  - ☐ What service level agreement is included and what alternative service levels may be available at additional cost
  - ☐ What agreements are in place with applicable utilities and utility
  - ☐ Contractors for emergency restoration
  - ☐ Repair of fiber breaks
  - ☐ Mean time to repair
  - ☐ Replacement of damaged fiber
  - ☐ Post repair testing
  - ☐ Replacement of fiber that no longer meets specifications
  - ☐ Policies for customer notification regarding maintenance
  - ☐ Process for changing procedures, including customer notification practices
  - ☐ Process for moves, adds, and changes
  - ☐ Process for responding to locate requests

Respondents bidding a dark fiber solution must include, as a separate line item, the hardware necessary to light the fiber. Use of subcontractors and/or joint proposals are acceptable insofar as both entities meet all requirements to participate in the E-rate program. Failing to address hardware will result in the disqualification of your bid. Current switching & routing is Cisco.

### **Network Design and Construction Routes**

The District will consider traditional network designs (such as hub and spoke) or alternative proposals. The District's decision criteria 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.

Due to current and future bandwidth needs, Respondents are encouraged to provide dedicated infrastructure to the District. Fiber solutions are encouraged to utilize the private fiber approach, where there exists no other aggregation or third party equipment on fiber strands between sites



and modulating equipment at each site is dedicated to the District and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

Respondents should clearly illustrate proposed network design and construction routes. In previous years, USAC has required .kmz or .json files showing route maps. Respondents should be prepared to provide these if their proposal is selected.

The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the Respondent to present their best solution while recognizing the cited termination locations.

### **Special Construction**

In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new infrastructure to or between eligible entities.

Special construction charges eligible for Category One support consist of three components:

- ☐ construction of network facilities
- ☐ design and engineering
- ☐ project management

### **Fiber Special Construction**

If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC). This means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

### **Excess Fiber Strands**

To the extent that the winning Proposer installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.

If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, The District will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.



## Description of Proposal

Respondents will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail the District may find useful or necessary (or could differentiate the solution from a competing proposal). At a minimum, each proposal shall address the following:

### Responses to the following project-specific questions:

- ☐ Customer Support Center hours of operation, including protocols for accessing customer support. The District prefers a solution that includes customer support functions including problem tracking, resolution and escalation support management on a 24 hours a day, 7 days a week, and 365 days a year basis
- ☐ Response times for service interruptions, degradation, and loss of service. The District prefers a system that includes a stated commitment to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts the vendor and identifies the problem. Credits for outages of shortage will be identified.
- ☐ Process of escalation if service is not repaired or restored within agreed-upon time frames. The District prefers a system whereas, in the event that service has not been restored in a timely manner, or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- ☐ Resolution notification process. The District prefers a system whereas the Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- ☐ Timeline for bringing services online.
- ☐ Process for scaling up during the contract terms.



### Service Level Agreement

Respondents must provide a proposed Service Level Agreement (SLA) with their RFP response including a description of the following services:

- ☐ How they will be measured
- ☐ How they will be mitigated
- ☐ How the District will be compensated

...when the terms are not met.

Service Level Agreements should address the Following:

- ☐ Network availability > 99.99% up-time

### For lit fiber proposals:

- ☐ Frame/packet loss < 0.25%
- ☐ Network latency < 25ms

*Please note: The District will not accept any proposals that include provisions to limit or throttle the capacity of the service at any time for any reason.*

### Demarcation

All solutions must terminate services in the demarcation point at the addresses specified above. By "demarcation point" we mean the Main Distribution Frame (MDF) located inside the schools listed above. Respondents must specify hand-off medium (e.g. copper, single mode fiber, etc.). Additionally, respondents must specify any required hardware including District-owned or Vendor-owned necessary for the solution to be fully operational.

Solutions that bring the service to the property line but not to the demarcation point will be rejected.



| Potential Locations and Speeds |                             |                       |                           |
|--------------------------------|-----------------------------|-----------------------|---------------------------|
| Speed                          | Building Name               | Street Address        | Student Att.              |
| 10 Gb                          | Charlottesville High School | 1400 Melbourne Road   | Charlottesville, VA 22901 |
| 1 Gb                           | Walker Upper Elementary     | 1564 Dairy Road       | Charlottesville, VA 22903 |
| 1 Gb                           | Johnson Elementary          | 1645 Cherry Avenue    | Charlottesville, VA 22903 |
| 1 Gb                           | Greenbrier Elementary       | 2228 Greenbrier Drive | Charlottesville, VA 22901 |
| 1 Gb                           | Burnley-Moran Elementary    | 1300 Long Street      | Charlottesville, VA 22901 |
| 1 Gb                           | Venable Elementary          | 406 14th Street NW    | Charlottesville, VA 22903 |
| 1 Gb                           | Jackson-Via Elementary      | 508 Harris Road       | Charlottesville, VA 22903 |
| 1 Gb                           | Clark Elementary            | 1000 Belmont Avenue   | Charlottesville, VA 22902 |
| 1 Gb                           | Buford Middle School        | 1000 Cherry Avenue    | Charlottesville, VA 22903 |

All vendors must prove eligibility and willingness to participate in the Federal E-rate program, which entitles public K-12 schools and libraries to telecommunication discounts. **All vendors must supply their unique SPIN number that they have been assigned by the Schools and Libraries Division.** All vendors must hold a current status of "common carrier" with the FCC and Virginia State Corporation Commission.

All price quotes will include a clear breakout of costs related to (1) one-time installation costs and (2) recurring monthly lease costs. There will be no other costs associated with this project.

#### **Specific Directions for Proposals**

1. Please include in response any one-time installation costs and the recurring monthly costs.
2. The project cannot commence before a Funding Commitment Decision Letter (FCDL) for the present E-Rate year from the Charlottesville City Schools ("USAC"). If agreed upon by the District and the selected service provider, the project may commence prior to receipt of the FCDL. No billing for service provided may begin prior to the next fiscal year.
3. The service provider shall provide three references consisting of similar work and scope, including at least two references for work performed and covered by E-Rate funding.
4. The selected Service Provider shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Service Provider or through a sub-Service Provider,



when on or around a school facility, have passed any fingerprint or other mandated screenings required by law.

5. The selected Service Provider understands and agrees that school session hours vary and that normal school operations are not disrupted during installation. While not required, District and Service Provider agree that it may be necessary to perform some work pertaining to the Contract after hours or when school is not in session. Service Providers shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience CCS employees.
6. The service provider shall include a proposed project timeline and transition plan including estimated start and completion dates for the project.
7. Deliverables
  - a. Design Document/ Shop Drawings:
    - i. Documentation in support of proposed equipment/software
    - ii. Detailed project schedule
    - iii. Completed bid form including bill of materials
    - iv. Proposal

## REQUIREMENTS FOR SUBMISSIONS

In addition to the response specifically addressing the Scope of work laid out in this document, vendor responses **MUST** also meet the following requirements:

1. Summary of pricing with complete details of costs
  - a. Breakout estimated costs for Materials and Equipment as well as labor..
2. Your E-Rate Service Provider Identification Number (SPIN) must appear on your proposal.
3. FOR NEW SERVICE PROVIDERS: Detailed customer implementation / transition plan, including timeline showing full implementation no later than May 1, 2023.
4. Customer contact information for all services, to include billing, orders, troubleshooting and technical support, and E-Rate program concerns.
5. A minimum of three references where comparable work has been completed.
6. On time delivery of proposal, no later than: **3:00pm EDT Tuesday, January 18, 2022**

## Quantities and time Frame

CCS LAN/WAN services must be fully operational and all equipment is to be installed and configured on or before May 1, 2023.



## CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondent's qualifications and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits, is important in the proposal.

The proposal shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification. Restate each item prior to addressing said item.

### Instructions to Bidders

#### Submittal Format

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

1. Responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. 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 Charlottesville City Schools.
3. Charlottesville City Schools encourages proposals that provide innovative alternatives to addressing the existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
  - a. Introduction letter
  - b. signed cover sheet
  - c. Virginia State Corporation Commission (SCC) Registration Information form if applicable.
  - d. 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.
  - e. Proposed hardware specifics
  - f. Description of SLA and any applicable Warranty which should include:



- g. Key Personnel - Proposals should provide a list of key individuals to be assigned to the contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- h. References - All offerors should include a list of a minimum of three (3) 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. References should include:
  - i. Full Name
  - ii. Company / Organization Name
  - iii. Position at Company
  - iv. Full Address (street address, city, state, zip)
  - v. Telephone or email address
- i. CCS 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 CCS.
- j. Itemized Cost of each product/service
- k. Description and Pricing for any additional hardware/software/configuration/installation that is recommended as part of a turnkey solution.

### **Submittal Letter**

Include the RFP's title and submittal due date, the name, address, fax number, and telephone number of the responding firm. Include a contact person and corresponding email address. The letter shall state that the proposal shall be valid for a 60 day period and that the organization is sufficiently staffed to immediately work on this project. The person authorized by the firm to negotiate a contract with the District shall sign the cover letter.

### **References and Description of Experience**

This section should identify similar projects that the firm has completed as outlined in the RFP. Use this section to indicate the areas of expertise of your firm and how the firm's expertise will enable the District to benefit from that expertise. Include the size of at least three (3) school districts with similar demographics and student performance, along with the names of individuals familiar with your work that can be contacted by District staff.

### **Project Overview**

This section should clearly convey the consultant's understanding of the nature of the work related to student academic performance and the general approach the consultant will use to complete the project. This section should include, but not be limited to, a discussion of the organization of the project and a summary of the proposed approach.



### **Detailed Work Plan**

This section of the RFP should include a description of each step and targeted milestones your firm would follow in completing the project. The work description should be in sufficient detail to show a clear understanding of the work and proposed approach. This section should also include a description of the format, content, and level of detail that can be expected for each deliverable. A schedule showing the important milestones should also be included.

### **Cost Proposal**

This section must provide a full description of the expected expenditures for the work described in this RFP. The cost proposal must include all fees and ongoing costs including a 3 and 5 year TCO on the equipment in this proposal.

## **SELECTION CRITERIA**

Consulting firms submitting proposals are advised that all proposals will be evaluated to determine the firm deemed most qualified to meet the needs outlined by CCS. The selection criteria will include, but not be limited to, the items listed below:

| <b>Category</b>                                                  | <b>Weight</b> |
|------------------------------------------------------------------|---------------|
| Monthly Price                                                    | 25%           |
| Long term cost and link-speed upgradability (5, 10, and 15 year) | 20%           |
| Flexibility of network design                                    | 15%           |
| Vendor E-rate / K12 experience and references                    | 15%           |
| Vendor ability to provide guaranteed and timely response         | 15%           |
| Vendor includes detailed plans, maps, and pricing breakdowns     | 10%           |

## **PROCESS FOR SELECTION**

A Selection Committee will review and rank the received Proposals in accordance with the criteria outlined within this RFP.

The Selection Advisory Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the District. If interviews are held, the chairpersons will notify those companies selected as to the place, date, and time. The District will make investigations



as necessary regarding the financial stability of any or all respondents and may require review by the District's legal counsel.

#### **Schedule for Submission & Evaluation Process**

|                  |                                         |
|------------------|-----------------------------------------|
| 12/17/2021 ----- | RFP distributed to vendors              |
| 01/12/2022 ----- | Deadline for Inquiries and questions    |
| 01/18/2022 ----- | Proposals due by 3:00pm                 |
| 03/18/2022 ----- | Intent to Award Announcement and Letter |
| 07/01/2022 ----- | Target start date for work              |

CCS reserves the right to exclude from consideration any late, improperly formatted, or incomplete bids.

## **AWARD**

#### **Evaluation of Bid Proposals**

Proposals will be evaluated based on the degree to which the proposed solution meets or exceeds the stated requirements, the perceived maintainability and supportability of the proposed solution, the acquisition cost of the proposed solution, recurring costs associated with the proposed solution, other capabilities provided by the proposed solution not addressed in this RFP, the delivery and implementation timeframe of the proposed solution, reputation of the vendor and products included in the proposed solution, and District experience with the vendor.

#### **Award of Contract**

The award of the Contract will be made to the responsive Bidder whose bid conforms, as specified in this document, and that is most advantageous to CCS, price, and other factors being considered. CCS reserves the right to reject any and all bids or part thereof and waive any irregularities.

#### **Timeline to Start Work**

Start time to begin the work shall be determined after approval and acceptance of all contracts.

## **SPECIAL TERMS AND CONDITIONS:**

#### **BID ACCEPTANCE PERIOD**

Any bid resulting from this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

## **AWARD**



The purchasing office intends to make the award to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any tests it may deem advisable and to make all evaluations. The purchasing office also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items or increase or reduce quantities prior to making the award, whenever it is deemed in the sole opinion of the procuring agency to be in its best interest.

#### **COMPLETE INFORMATION**

All bidders shall sign the cover page of this IFB and return with their bid along with the price quote as outlined above in Section 1.0. Failure to submit a complete bid may cause the bid to be considered non-responsive.

### **GENERAL TERMS AND CONDITIONS:**

#### **PURCHASING REGULATIONS:**

This solicitation is subject to the provisions of the purchasing regulations of the Charlottesville City School Board and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of these regulations is available for review at the purchasing office and, in addition, a copy can be obtained by calling Ms. Donna Thompson at 434-245-2948.

#### **APPLICABLE LAW AND COURTS:**

This Contract shall be deemed to be a Virginia Contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Sales to schools are not affected by any fair trade agreements.

#### **COMPLIANCE:**

Contractor's attention is directed to the fact that all applicable federal, state, local laws and ordinances, including all rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract. They will be deemed to be included in the Contract the same as though herein written out in full. Contractor must possess all necessary licenses and permits required to legally conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. Contractor further expressly represents that it is a corporation, partnership, or limited liability company, as identified on the first page of this contract, in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Contract and any extensions thereof.

#### **DEBARMENT STATUS:**

By submitting their bids, all bidders certify that they are not currently debarred from bidding on contracts by any agency of the Commonwealth of Virginia, nor are they an agency of any person or entity that is currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia.

#### **SUBCONTRACTS:**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority businesses, small businesses and women owned businesses and to encourage their participation in State procurement activities. Towards that end, the Commonwealth encourages contractors to provide for the participation of minority businesses, small businesses, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. Contractors are strongly



encouraged to report the use of such subcontractors to the Purchasing Agency upon submission of invoices for payment.

**PRECEDENCE OF TERMS:**

Except for Paragraphs titled Purchasing Regulations, Applicable Law and Courts, Compliance, and Debarment Status, herein, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.

**PAYMENT TERMS AND INVOICES:** Contractor shall submit to the Purchasing Agency all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this Contract. Invoices shall not include any costs other than those identified in the executed Purchasing Agency purchase order processed under this Contract or any subsequent change orders issued by the Purchasing Agency's Purchasing Division. All shipping costs are Contractor's responsibility, except to the extent such charges are identified in the executed Purchasing Agency purchase order or change orders. Contractor's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- The Contract number and/or the Purchasing Agency Purchase Order number. Any costs related to the performance of the Contract must be included in the original bid response. Payment terms offering a "prompt payment discount" will not be considered in the evaluation of bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by the Bidder shall be Net 45 days. Payment of invoices will be certified promptly by the CCS for any item or service received in accordance with the specifications of this bid. Payment shall not preclude the CCS from making a claim for adjustment on any item or service received later found not to have been in accordance with the conditions of this bid. Payment will be made on an adjusted price basis for any item or service received later found to be inferior. Partial payments on a total order will be made only by a special arrangement with the CCS.

**QUALIFICATIONS OF BIDDERS:**

The Charlottesville School Board may make such reasonable investigations, including inspections of the bidder's physical plant, as deemed proper and necessary to determine the ability of the bidders to perform contract and the bidder shall furnish the Charlottesville City School Board with all such information and data for this purpose as may be requested.

**ASSIGNMENT OF CONTRACT:**

Contractor shall not, under any circumstances, assign the whole or any part of this Contract or any monies due or to become due hereunder without prior written consent of the Purchasing Agency. In case the Contractor assigns all or any part of any monies due to or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due to or to come due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of work called for in this Contract.

**CHANGES TO THE CONTRACT:**

By written notice to the Contractor, the Charlottesville City School Board may from time to time make changes, within the general scope of the contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.

**DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.



**TAXES:**

Sales to the Charlottesville City Schools are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall be free of Federal Excise and Transportation taxes.

**DELIVERY POINT:**

Except when otherwise specified herein, all items shall be F.O.B. delivery point.

**AUDIT:**

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Charlottesville City School Board, its authorized agents, federal auditors and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**ADDITIONAL INFORMATION:**

The Charlottesville City School Board reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Charlottesville City School Board deems desirable.

**OBLIGATION OF BIDDER:**

By submitting a bid, the Bidder covenants and agrees that he/she has satisfied him/herself, from his/her own investigation of the conditions to be met, that he/she fully understands his/her obligation, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

**AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties hereto that the Purchasing Agency shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the Purchasing Agency shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to the Purchasing Agency of any kind whatsoever.

**DRUG FREE WORKPLACE:**

During the performance of this Contract, Contractor agrees to: Provide a drug-free workplace for Contractor's employees. 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, pertaining to this Contract, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of which 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.

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City or School Board property are prohibited:

- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs.
- Any impairment from the use of alcohol or other drugs, except for legitimate medical purposes.



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### Division Administration Office

1562 Dairy Road  
Charlottesville, VA 22903  
(434) 245-2400  
Fax (434) 245-2603  
[www.charlottesvilleschools.org](http://www.charlottesvilleschools.org)

- Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Purchasing Agency in addition to any criminal penalties that may result from such conduct.

#### CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION:

All Contractors must comply with the Code of Virginia § 22.1-296.1. During the contract period, the Contractor must keep current its certification that the Contractor, its employees, its future employees, its subcontractor and the employees of its subcontractor who will be on Charlottesville City Schools (CCS) Property or in the presence of CCS students during school sponsored activities have not been convicted of a felony, or any offense involving the sexual molestation of a child, or any offense involving physical or sexual abuse of a child, or rape of a child. Contractor must submit the appropriate CONTRACTOR BACKGROUND CERTIFICATION FORM as necessary to remain compliant.

#### EMPLOYMENT OF UNAUTHORIZED ALIENS:

Contractor agrees that it does not currently, and shall not during the performance of this contract knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.”

#### NONDISCRIMINATION:

Employment discrimination by Contractor shall be prohibited. During the performance of this Contract, Contractor agrees as follows:

- Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- The School Board of the City of Charlottesville does not discriminate against faith based organizations.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### ANTI-COLLUSION CLAUSE:

Contractor hereby certifies that this Contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the Purchasing Agency has an interest in, or is concerned with, this Contract, and, that no person or persons, firm or corporation other than Contractor, have, or are, interested in this Contract.

#### FAILURE TO PERFORM:

Contractor shall be liable to the Purchasing Agency for all damages the Purchasing Agency incurs as a result of Contractor's failure to perform this Contract in accordance with its terms. Contractor's liability shall include, but not limited to: damages and other delay costs incurred resulting from improper Contractor work; Purchasing Agency increased costs of performance, such as extended overhead and increased performance costs resulting from Contractor-caused delays or improper Contractor work; warranty and rework costs; liability to third parties; excess costs; reasonable attorney's fees and related costs.

#### FORCE MAJEURE:

Contractor shall not be in breach of this Contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both Contractor and its subcontractors. Such causes may



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include, but are not restricted to: acts of God or of the public enemy, acts of the Purchasing Agency in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods. If by reason of any acts of God, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor is prevented from carrying out this Contract, the Contract shall not terminate, but the Purchasing Agency shall have the right to utilize the contracted equipment and supplies in which case the operating expenses incurred by the Purchasing Agency shall be deducted from the payments which the Purchasing Agency will make to Contractor for the period involved as if Contractor rendered the service directly. However, should such action result in loss or damages to equipment, such loss or damage will be recovered by Contractor from the Purchasing Agency.

#### TERMINATION WITHOUT CAUSE:

The Purchasing Agency may at any time, and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or in Paragraph I of this Contract. In the event of such termination, the Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the Purchasing Agency, at the time of termination. If the Purchasing Agency terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the Purchasing Agency any work completed or in process for which payment has been made.

#### TERMINATION WITH CAUSE/DEFAULT/CANCELLATION:

In the event that the Contractor shall for any reason or through any cause be in default of the terms of this Contract, the Purchasing Agency may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or in Paragraph I of this contract. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Contractor to cure the default, the Purchasing Agency may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the Purchasing Agency any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the Purchasing Agency and provisions herein with respect to opportunity to cure default shall not be applicable. Cancellation of this Contract for any reason may result in the Contractor being placed in a non-responsible status for future contracts.

#### HOLD HARMLESS/INDEMNIFICATION:

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

#### ENVIRONMENTAL CONSIDERATIONS:

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean up activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the CCS, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the



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storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

#### CONTRACT WAIVER:

Any waiver of any provision of this Contract shall be in writing and shall be signed by the duly authorized agent of Contractor or the Purchasing Agency. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right which such party may hold under this Contract.

#### NOTICES:

All notices, requests, demands, and elections under this Contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals.

- To the Purchasing Agency: Director of Purchasing
- To Contractor: Account Manager as defined in proposal

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

#### RESPONSIVENESS:

If Contractor fails to deliver goods or services or fails to replace rejected articles immediately or within a reasonable time as interpreted by the Purchasing Agency, when so requested, the right is reserved to procure these goods or services from other sources. The Purchasing Agency reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On such purchases, Contractor agrees to reimburse the Purchasing Agency promptly for excess costs occurred by such purchases.

Such purchases will be deducted from Contract amount. Should the cost be less, Contractor shall have no claim to the difference. Contractor shall remove all rejected materials, equipment or supplies from the premises of the Purchasing Agency within ten (10) days of notification. Rejected items left longer than ten

(10) days will be regarded as abandoned and the Purchasing Agency shall have the right to dispose of them as its own property. Purchasing Agency reserves the right to procure these services from another firm if the Contractor does not respond to the needs of the Purchasing Agency in accordance with any schedules dictated by the Purchasing Agency.

#### SEVERABILITY:

If any provision of this Contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Contract, and all other provisions of this Contract shall remain in full force and effect.

#### AUDITS:

The Purchasing Agency shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Purchasing Agency, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Charlottesville, Virginia. In



the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Charlottesville, Virginia, which is convenient for the Purchasing Agency. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Purchasing Agency may have by State, Purchasing Agency, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

**PERMITS AND LICENSING:**

Contractor shall be responsible for obtaining and the cost of any and all permits, inspections, consents, authorizations and impact fees as may be required to perform its obligations hereunder.

**COPYRIGHT / PATENT INDEMNITY:**

Contractor shall pay all royalty and license fees relating to the items covered by this Contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this Contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify the Purchasing Agency and hold the Purchasing Agency harmless from any cost, expense, damage or loss incurred in any manner by the Purchasing Agency on account of any such alleged or actual infringement.

**CONTRACTOR IS NOT AN AGENT:**

Contractor will be considered an independent Contractor and shall not be deemed to be an agent, employee or representative of the Purchasing Agency. Additionally, Contractor certifies that it does not have any relationship (ownership, contractual or otherwise) with any person or entity, which could have an effect on the Contractor's ability to fairly and effectively provide services pursuant to this Contract. If any such relationship does exist, Contractor must disclose such information.

**VANDALISM:**

The Purchasing Agency will not reimburse Contractor for the cost of repairs for any damages to Contractor's equipment caused by students, other acts of vandalism or other occurrences.

**ASSIGNMENT/CHANGES IN PERSONNEL:**

The Purchasing Agency reserves the right to disqualify specific personnel from working under this Contract at its sole discretion. The Purchasing Agency reserves the right to cancel the Contract if any personnel of the Contractor change during the course of the Contract. If contracted personnel change, the Purchasing Agency reserves the right to accept or reject the person or person(s) offered as a replacement.

**ADDITIONAL SERVICES:**

Additional services not covered by this Contract shall be negotiated in advance, as necessary. These services will be dependent on the parties reaching mutual agreement as to adjustments in the service to be provided and the applicable rates. All rates for services not covered by this Contract must be approved in writing by the Purchasing Agency, in advance, or payment for services will not be authorized. The Purchasing Agency reserves the right to obtain these services by other methods at any time.

**TAXES:**

The Purchasing Agency is exempt from Federal, State and excise taxes. The Contractor shall not include such taxes in any invoices under this Contract. Exemption certificates, if required, will be provided upon request. Contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by Contractor which are legally enacted at the time bids are received, whether or not yet effective. All taxes: City of Charlottesville business license, personal property, real estate and all other applicable tax requirements are the responsibility of the Contractor. The Purchasing Agency assumes no tax liability under this Contract.

**TITLE TO EQUIPMENT:**



Contractor shall pass to the Purchasing Agency clear and unrestricted title to all equipment purchased under this Contract upon payment of the purchase price. All equipment must be approved by Underwriters Laboratories or a recognized equivalent certification agency.

**EQUIPMENT CONDITION:**

Equipment for trade-in shall be dismantled by Contractor and removed at its expense. The condition of the trade-in equipment at the time it is turned over Contractor shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply, "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

**PAYMENTS TO SUBCONTRACTORS:**

Pursuant to the Virginia Procurement Act, the Contractor shall make payments to all subcontractors within seven (7) days after receipt of payment from CCS; or shall notify the CCS and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide CCS with its social security number or federal taxpayer identification number prior to any payment being made under this contract. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation to the CCS. 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.

**WARRANTY:**

Contractor guarantees:

- Against defective or faulty material or workmanship for at least one (1) year from date of acceptance.
  - To furnish adequate protection from damage for all work and to repair damages of any kind for which it or its workers are responsible, to the building or equipment, to its own work, or to the work of others.
  - Any merchandise or service provided under this Contract which is or becomes defective during the warranty period shall be replaced by Contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year from the date of acceptance of the replacement).
- Contractor shall make any such replacement immediately upon receiving notice from the Purchasing Agency.

**MODIFICATION:**

Any and all modifications to this Contract shall be mutually agreed to by both parties, in writing, and authorized by the Purchasing Agency's Director of Purchasing or his designee. The Purchasing Agency standard method to modify contracts is issuance of an amendment to the contract or a change order (purchase order).



## CONTRACTOR BACKGROUND CERTIFICATION

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

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

\_\_\_\_\_ No employee who provides services under this contract has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

\_\_\_\_\_ The following employees have been convicted.

| Employee | Crime | Date |
|----------|-------|------|
|          |       |      |
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|          |       |      |
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|          |       |      |

- Contractor will obtain Background Certification from all present and future employees and update CCS of moral turpitude convictions.
- Contractor will set up a process to maintain compliance with *Virginia Code § 22.1-296.1* and will provide verification to CCS on request.

BY: \_\_\_\_\_ SIGNATURE

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ COMPANY

\_\_\_\_\_ BUSINESS ADDRESS

\_\_\_\_\_ DATE