

**PETERSBURG CITY PUBLIC SCHOOLS  
TECHNOLOGY DEPARTMENT  
PETERSBURG, VIRGINIA  
Request for Proposals**

**RFP Number:** .....22-011

**Title:**..... 2023 PCPS Internet and WAN

**Issue Date:** ..... December 13, 2022

**Proposals Due No Later Than:** ..... February 8, 2023, **4:00 P.M.**

**Location for Receipt of Proposals:** ..... Petersburg City Public Schools  
255 South Boulevard East  
Petersburg, VA 23805

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to Timothy Mays, Director of Technology by email at [timays@petersburg.k12.va.us](mailto:timays@petersburg.k12.va.us). **Inquiries must be received no later than January 4, 2023 at 4:00 p.m. in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other City representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

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My signature below certifies that:

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

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**Proposal Dated:** \_\_\_\_\_

Please refer to Clause 6 of the General Terms and Conditions:

**Minority-Owned Business:** ☐Yes ☐No **Petersburg Business:** ☐Yes ☐No

**Women-Owned Business:** ☐Yes ☐No **Small Business** ☐Yes ☐No

**Service Disabled Veteran-Owned Business** ☐Yes ☐No

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## I. **PURPOSE**

Petersburg City Public Schools, hereafter referred to as PCPS, District, or Division, is requesting proposals for delivery of fully managed Dedicated Internet Access and/or Wide Area Network Transport services to the school system. One or more awards may be issued as a result of this solicitation.

The new services shall commence upon execution of this Agreement by an authorized District representative. Services are required to be installed, configured, and fully functional by November 1, 2023 and will continue through June 30, 2026 or later depending upon the Initial Agreement Period awarded. Pricing is requested for Initial Agreement Periods for 32, 56, 80, and 116 months with an option of up to five (5) one (1) year renewals from July 1 to June 30 (each period hereinafter referred to as "Subsequent Agreement Period"), subject to modifications as provided in the Agreement Documents.

## II. **BACKGROUND**

Petersburg City Public Schools is an urban school division located in the Richmond Metropolitan Statistical Area (MSA) serving approximately 4,200 students. The division currently has 8 school sites and 3 administrative buildings.

The current network configuration is as follows:

| Location Name                   | Street Address           | Zip   | Current Service            |
|---------------------------------|--------------------------|-------|----------------------------|
| Petersburg High (HUB)           | 3101 Johnson Rd          | 23805 | 4Gbps DIA, 10Gbps Ethernet |
| PCPS Admin Office               | 255 South Boulevard East | 23805 | 1 Gbps Ethernet            |
| PCPS Bus Garage                 | 920 East Wythe Street    | 23803 | 1 Gbps Ethernet            |
| PCPS Operations Bldg            | 35 Pine Street           | 23803 | 1 Gbps Ethernet            |
| Blandford Academy               | 816 E Bank St            | 23803 | 1 Gbps Ethernet            |
| Cool Spring Elem                | 1450 Talley Ave          | 23803 | 1 Gbps Ethernet            |
| Lakemont Elem                   | 51 Gibbons Ave           | 23803 | 1 Gbps Ethernet            |
| Pleasants Lane Elem             | 100 Pleasants Ln         | 23803 | 1 Gbps Ethernet            |
| Vernon Johns Junior High        | 3101 Homestead Dr        | 23805 | 1 Gbps Ethernet            |
| Walnut Hill Elementary School   | 300 W South Blvd         | 23805 | 1 Gbps Ethernet            |
| Westview Early Childhood Ed Ctr | 1100 Patterson St        | 23803 | 1 Gbps Ethernet            |

## III. **SCOPE OF WORK/SPECIFICATIONS**

Proposals will be accepted for (1) Dedicated Internet and Transport service at the Hub location, (2) Wide Area Network Transport connections between the Hub and current network locations, or (3) both Dedicated Internet and Transport at the Hub and Wide Area Network Transport connections between the Hub and current network locations. Partial offerings for any Option will not be considered.

### A. **Dedicated Internet Access/Transport for Hub**

1. PCPS must have a minimum of 4 Gbps dedicated, symmetrical bandwidth, with

10 Gbps transport for hub site.

2. The solution must be scalable to 100 Gbps.
3. PCPS must have 1 IPv4 Static Address Block /30.
4. Each respondent is required to complete the attached pricing schedule with this RFP (Attachment E). The proposed costs in Attachment E shall supersede any other offered pricing should discrepancies exist between the required pricing sheet and any other document provided.
  - a. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
  - b. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
  - c. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
5. If an increase in bandwidth is requested during the contract period, the contract does not renew; the existing agreement may be modified to allow the change.
6. All solutions must adhere to the Service Level Agreement (SLA) terms below.

**B. Wide Area Network Transport**

1. PCPS must have a minimum of 1 Gbps dedicated, symmetrical transport bandwidth between the designated endpoints.
2. The solution must be scalable to 100 Gbps.
3. Each respondent is required to complete the attached pricing schedule with this RFP (Attachment E). The proposed costs in Attachment E shall supersede any other offered pricing should discrepancies exist between the required pricing sheet and any other document provided.
  - a. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
  - b. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
  - c. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
4. If an increase in bandwidth is requested during the contract period, the contract

does not renew; the existing agreement may be modified to allow the change.

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

**C. 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. 3ms network latency commitment
  - d. 4ms 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 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 vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
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 PCPS.

**D. General Terms for All Proposals**

1. Failure to include any requested information noted as required by the respondent is grounds for disqualification.
2. Description of Proposal
  - a. Respondent will provide a description of their proposal for all services and solutions.
  - b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail PCPS may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Timeline
  - a. For each response, respondents must include a timeline for bringing service online.
  - b. Proposals requiring little to no special construction should be able to bring all sites online by November 1, 2023.
  - c. For solutions requiring special construction, 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.
4. Demarcation
  - a. All solutions must terminate service or infrastructure in the demarcation point at address specified in the pricing sheet.
  - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
  - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
5. Network Diagram
  - a. For each response, respondents must include a network diagram displaying

the paths to be used to serve each endpoint.

- b. Diagrams must show if the circuit is routed through any aggregation hubs, equipment, or third-party facilities between district site and point of presence.

6. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide PCPS with any information being requested as part of PIA review.
- b. Vendors may assist filing entities with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
- c. For all responses that include special construction, the respondent agrees to, by submitting its proposal, produce all construction labor, construction materials and other cost information requested during PIA review.
- d. All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.

7. Required Notice to Proceed and Funding Availability

- a. PCPS will follow the purchasing policies of the Petersburg City Public School Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
- b. The implementation of any associated contracts resulting from this competitive negotiation process will be dependent on the district's' issuance of a written Notice to Proceed.
- c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

8. Equipment Restrictions

- a. By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products are in compliance with Part 47 Section 54.9 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain.
- b. Offerors proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on foreign imports are encouraged to (a) identify such products in their proposals, and (b) propose an acceptable

methodology for limiting price adjustments over the life of the contract.

- c. Offerors proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.
9. As required by E-rate rules, all proposal responses to this Form 470 must offer the Lowest Corresponding Price ("LCP") see <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
10. PCPS 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.
11. Additional locations may be added during the contract term.

#### IV. **INSTRUCTIONS**

##### A. **Submission and Receipt of Proposals**

1. Submittals, in one (1) original, (1) electronic copy via USB Drive, one (1) redacted copy and electronic redacted copy on USB (if invoking § 2.2-4342F and providing Attachment A) and 3 copies, marked **RFP# 22-011** will be received until, but no later than the date and time specified on the cover sheet, at:  
  
Petersburg City Public Schools  
255 South Boulevard East  
Petersburg, VA 23805  
M-F – 8:30 a.m. – 5:00 p.m.
2. Mark the outside of the envelope with **RFP# 22-011** and proposal subject, Internet and WAN.
3. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Procurement Department personnel before the deadline indicated in Paragraph A of these instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
4. In the event that Petersburg City Public Schools offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
5. If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Department at 804-732-0510, three working days



prior to need.

6. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
7. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
8. Any proposal submitted **MUST** include a completed Pricing Schedule, Attachment E. All proposals submitted without such will not be considered.
9. Proposals shall not be accepted via fax or email.

#### B. **Submittal Format**

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

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the School Board.
3. The School Board encourages proposals that provide innovative alternatives to addressing the School Board's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. The School Board is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an offeror after the deadline for submission of the proposal identified in Section IV(A)(1) above. Notwithstanding the preceding sentence, the School Board may, in its sole discretion, consider and/or negotiate such submissions.
4. Detailed Submittal Format
  - a. Introduction letter, signed cover sheet and addenda acknowledgement, if

applicable.

b. Attachments

- (1) Attachment A – Proprietary/Confidential Information Identification
  - (2) Attachment B – Exceptions to RFP
  - (3) Attachment C – Offeror Reference Sheet – All offerors should include a list of a minimum of 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. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The School Board reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the School Board.
  - (4) Attachment D – Virginia State Corporation Commission (SCC) Registration Information
  - (5) Attachment E – Pricing Schedule, providing the fixed unit cost of each good/service listed. **An xls or xlsx formatted version of this file must be included in the electronic submission copy.**
- c. 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.
  - d. Key Individuals – The offeror should provide a list of key individuals to be assigned to the School Board's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
  - e. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
  - f. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the School Board's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.

## **V. TERMS AND CONDITIONS**

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Petersburg School Board Procurement Department (or pursuant to delegated purchasing authority) on behalf of all public bodies, as public bodies are defined in *Code of Virginia* Section 2.2-

4301.

**A. GENERAL TERMS AND CONDITIONS**

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at: <https://www.petersburg.k12.va>. Each offeror is responsible for obtaining all addenda posted at the Procurement Department website or by calling (804) 732-0510. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the School Board's fiscal year, are subject to approval and ratification by the School Board and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The School Board and Contractor bind themselves, and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the School Board. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the School Board, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the School Board and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the School Board and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The School Board shall have access to such records from the effective date of the contract, for the duration of the contract, and until ten (10) years after the date of final payment by the School Board to the Contractor pursuant to this contract. The School Board's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance

with this paragraph.

5. **Change Orders:** Change orders must be approved by the School Board prior to work being performed.
6. **Contract Execution:** Though the term "School Board" is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
7. **Contractor's Authorization to Transact Business:** In accordance with *Code of Virginia* Section 2.2-4311.2, as amended, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. This information shall be provided on Attachment D titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The School Board may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE ATTACHMENT D.
8. **Copyrights or Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Petersburg City Public Schools, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
9. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the School Board may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the School Board for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the School Board may have.
10. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This

provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees to
  - i. provide a drug-free workplace for the Contractor's employees;
  - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
  - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**11. Employment Discrimination:** (*Code of Virginia* Section 2.2-4311, as amended)  
This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
  - i. The 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 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.
  - ii. 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.
  - iii. 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.
- b. The Contractor shall include the provisions of the foregoing paragraphs a, b,

and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

12. **Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended)  
The County does not discriminate against faith-based organizations.
13. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
14. **Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.
15. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for the City of Petersburg.
16. **Indemnification:** The Contractor shall hold harmless and indemnify the School Board, its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the School Board is prohibited from indemnifying the Contractor, subcontractors, or any third party beneficiaries of the contract(s).
17. **Invoices:** Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The School Board's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
18. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the School Board given in the same manner and form as the original signing of the contract.
19. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the School Board, the School Board shall pay the Contractor for the

performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of *Code of Virginia* Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the School Board, take the following actions:

- a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under that contract; or
- b. Notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

20. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

21. **Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

22. **Quality Expectation Statement:** The School Board, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the School Board fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the School Board's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services products with a target of "zero defects – zero rework".

23. **References:** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The School Board may contact all references furnished by offerors. The right is further reserved by the School Board to contact references other than, and/or in addition to, those furnished by the offeror.

24. **Safety:** The Contractor shall provide a supervisor at each job site who is competent, qualified, has authority over the worksite, and who is familiar with

policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's employees from the work site. This supervisor shall be accessible by the School Board Project Manager, the School Board Procurement Department, and School Board Department of Risk Management.

25. **Sensitive Information Handling:** Any information in the possession of the School Board which is specific to an employee, student, citizen, School Board business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from School Board facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the School Board facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the School Board's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Petersburg School Board Chief Information Officer, or his designee. Any access to School Board information by contract workers from outside the School Board intranet shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable School Board policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Petersburg City Public Schools Technology Manager, or his designee.
26. **Taxes:** The School Board is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the School Board for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the School Board on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.
27. **Technology Agreements:** The Offeror shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the proposal for any online activity (i.e. hosted, online, portal, website, support site, etc.) or software that is required to use or support the product or service being proposed by the Offeror. These agreements shall be submitted with tracked



changes to delete any terms that conflict with the RFP and the Service Agreement.

28. **Termination:** It shall be the sole right of the School Board to terminate the contract upon written notification to the Contractor.
29. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the School Board may:
  - a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The School Board may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
  - b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the School Board, the Contractor shall not be entitled to receive any further payment from the School Board until completion of the work has occurred. After completion of the work, the School Board shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the School Board to complete the work. If the cost incurred by the School Board to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the School Board and, instead, the Contractor shall pay to the School Board the difference between the unpaid balance due and the School Board's cost to complete the work.

30. **Unauthorized Aliens:** (*Code of Virginia* Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
31. **Vendor Rewards/Gift Programs:** It is the policy of the School Board not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the School Board. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the School Board.
32. **Waiver of One Breach Not Waiver of Others:** No waiver by the School Board or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition

to each and every other remedy under the law.

33. **Condition of Items:** All materials used for the manufacture or construction of supplies, materials, or equipment covered by this solicitation shall be new. Unless otherwise provided in the solicitation, products proposed must be new, the latest model, the best quality, and the highest grade workmanship.
34. **Contact with Students:** As required by *Code of Virginia*, Section 22.1-296.1, as amended, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. 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.
35. **Contract Term/Contract Renewal/Contract Extension**
- a. **Contract Term**  
The initial term of this contract shall be effective November 1, 2023 through June 30, 2026 or later, depending on upon the Initial Agreement Period awarded.
- b. **Contract Renewal (requirements contract based on unit prices)**  
This contract may be renewed by the School Board for up to five additional years (five successive one year periods July 1 – June 30) under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the School Board to renew this contract for an additional term, written notification will be given to the Contractor.
- i. If the School Board elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/cpi>
- ii. If during any subsequent renewal periods, the School Board elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the

previous renewal period increased by more than the percentage increase of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following:  
<http://www.bls.gov/cpi>

c. **Contract Extension**

The School Board has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

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

**37. Defective Products/Parts:** The Contractor shall be responsible for the pick-up/return of any defective products/parts. The defective item shall be replaced with the same item, at no charge to the School Board, and shall ship immediately upon notification and not wait for the defective product/part pick-up/return. All costs associated with pick-up/return and delivery of replacement products/parts shall be the responsibility of the Contractor.

**38. Definitions:**

**Completion of the Work** – The event that occurs when (1) the work has been completed, successfully tested and approved in accordance with the contract, (2) all submittals required by the contract (including operation and maintenance manuals) have been made, and (3) all punch list items and restoration work required by the contract documents has been completed.

**Consultant** – Shall mean a representative designated by the School Board as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the School Board.

**Extra Work** – Shall mean work other than that required, either expressed or implied, by the contract in its present form.

**Final Acceptance** – The event that occurs when the Consultant issues to the School Board or the School Board issues to the Contractor a written statement that the Contractor has completely performed all punch list items, has made all necessary submittals to the School Board and/or Consultant and has satisfied

all of the Contractor's obligations under the contract documents.

**Final Payment** – Payment by the School Board to the Contractor after completion of the work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the work.

**Inspector** – The person designated and authorized by the School Board to carry out instructions given by the School Board and to inspect the work performed and the materials supplied by the Contractor.

39. **Delivery Instructions/Notification:** The Contractor must schedule an appointment for all deliveries by contacting Tim Mays at (804) 732-0510, at least 12 hours prior to the anticipated delivery. All deliveries to PCPS shall be between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. The School Board reserves the right to refuse delivery if notification is not given.
40. **Delivery of Services – Routine Requests:** The Contractor shall be required to respond to routine requests for service within four (4) hours of receipt of the request.
41. A return call from the Contractor acknowledging the request and scheduling (1) a site visit for reviewing and estimating the work or (2) scheduling the work, will be considered an acceptable response.
42. **Delivery of Services – Emergency Requests:** The School Board will, during the course of the contract, make emergency requests of the Contractor which may require immediate response. Upon receipt of an emergency request for services the Contractor will be required to have a work crew on site within two (2) hours of receipt of the emergency request. The Contractor shall be on a twenty-four (24) hour call for emergency situations which may arise.
43. **Final Inspection:** At the conclusion of the work, the Contractor shall demonstrate to the School Board's authorized representative that the work is fully operational and in compliance with contract specifications and codes. After the final inspection is conducted, the School Board shall provide the Contractor with a punch list that the Contractor shall complete. Deficiencies will be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.
44. **Guarantee of Work:** All materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the School Board and repairs necessary shall be made by the Contractor at his expense.
45. **Inspection:** All material and workmanship shall be subject to inspection, examination, and test by the School Board and its project inspector at all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor

fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the School Board may by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damages.

Job-site inspections, tests conducted on site, or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the School Board. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the Contractor shall contract and pay for tests or certifications of materials manufactured products, or assemblies which the contract, code, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories or ASTM. The Contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the School Board for the cost of re-examination and retesting.

Should it be considered necessary or advisable by the School Board at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the Contractor, or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement shall be paid to the Contractor and he shall, in addition, if in the opinion of the School Board completion of the work has been delayed thereby, be granted a suitable extension of time.

- 46. Installation:** Contractors shall be responsible for delivering equipment inside the building, setting in place, completing all necessary installation, and removing all packaging and debris from the premises.

If contract carriers are used the Contractor must make appropriate arrangements to comply with the School Board delivery instructions.

It is the bidder's responsibility to ensure that equipment delivery can be accomplished to the site. There shall be no additional cost to the School Board due to unanticipated difficulties or costs of performance by the

Contractor. Site visits are encouraged and may be arranged by contacting Tim Mays at (804) 732-0510.

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

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

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the School Board's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the School Board, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the School Board may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

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

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.
- c. Workers' Compensation: Virginia Statutory limits including Employers Liability

limits of \$100,000 each accident, \$100,000 each disease-each employee, and

d. \$500,000 policy limit.

**48. Invoices:** Invoices for services ordered and completed shall be submitted by the Contractor to the Bill to address shown on the School Board's purchase order. All invoices shall show the purchase order number, the name of the person placing the order, the work description, and contract price as applicable. The Contractor shall submit with the invoice all pertinent documentation, i.e., number of actual labor hours and cost per hour, itemized list of all materials used on job with corresponding supplier invoices or stock withdrawal sheets, all of which must be referenced with the same job number. The School Board's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the labor/materials as described in the contract.

**49. Licenses, Permits, and Fees:** All proposals submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by the School Board or the Commonwealth of Virginia.

**50. Protection of School Board Data:** To protect School Board data, as that term is defined in the Service Agreement, the Contractor shall maintain secure, efficient, and effective information security processes documented by evidenced usage of industry acceptable information security standards, such as current version of ISO 27001/ISO 27002 certification/compliance status, SSAE NO. 16 Attestation status, or use NIST 800-53 controls. The Offeror shall show evidence of usage of any or all these industry best practice controls to be considered for award of a contract.

School Board data transmitted to Contractor and stored by Contractor pursuant to the resultant Service Agreement shall reside at a data storage center within the United States (excluding the U.S. territories).

The Contractor agrees to notify the School Board promptly upon any knowledge of a security incident or security breach associated with School Board data bound by the resultant Service Agreement.

If Contractor requires the School Board to agree to terms and conditions in addition to those contained in the Service Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of School Board data. An "unauthorized release" means a security event in which School Board data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.

**51. Response Time/Service Calls:** The Contractor shall provide twenty four (24) hours a day, seven (7) days a week on-site service. On-site response time shall be within 24 hours following initial verbal notification. All necessary repairs

or corrections shall be completed within 24 hours of the initial notification.

**52. Response Time/Service Calls:** The Contractor shall provide twenty four (24) hour toll free phone support with a 2 hour return call response time. On-site service shall carry a 24 hour response time following initial notification and be available during the normal working hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. All necessary repairs or corrections shall be completed within 24 hours of the initial notification.

**53. School Service Providers; Student Personal Information:** Pursuant to the *Code of Virginia*, Section 22.1-289.01, as amended, and the definitions set forth therein, school service providers shall comply with the following:

a. For the purposes of this section:

"School service" means a website, mobile application, or online service that (i) is designed and marketed solely for use in elementary or secondary schools; (ii) is used at the direction of teachers or other employees at elementary or secondary schools; and (iii) collects and maintains, uses, or shares student personal information. "School service" does not include a website, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if it is also marketed for use in elementary or secondary schools.

"School service provider" means an entity that operates a school service pursuant to a contract with a local school division in the Commonwealth.

"Student personal information" means information collected through a school service that identifies an individual student or is linked to information that identifies an individual student.

b. Each school service provider shall:

- i. Provide clear and easy-to-understand information about the types of student personal information it collects through any school service and how it maintains, uses, or shares such student personal information; ii. Maintain a policy for the privacy of student personal information for each school service and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service;
- ii. Maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards;
- iii. Facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used, or shared by the school service provider, or by such student's parent, either directly or through the student's school or teacher;



- iv. Collect, maintain, use, and share student personal information only with the consent of the student or, if the student is less than 18 years of age, his parent or for the purposes authorized in the contract between the school division and the school service provider;
  - v. When it collects student personal information directly from the student, obtain the consent of the student or, if the student is less than 18 years of age, his parent before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service, and when it collects student personal information from an individual or entity other than the student, obtain the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service; and
  - vi. Ensure that any successor entity or third party with whom it contracts abides by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information.
- c. No school service provider shall:
- i. Use or share any student personal information for the purpose of behaviorally targeting advertisements to students;
  - ii. Use or share any student personal information to create a personal profile of a student other than for supporting purposes authorized in the contract between the school division and the school service provider, with the consent of the student or, if the student is less than 18 years of age, his parent, or as otherwise authorized in the contract between the school division and the school service provider;
  - iii. Knowingly retain student personal information beyond the time period authorized in the contract between the school division and the school service provider, except with the consent of the student or, if the student is less than 18 years of age, his parent; or
  - iv. Sell student personal information.
- d. Nothing in this section shall be construed to prohibit school service providers from using student personal information for purposes of adaptive learning or customized education.

54. **Student Data Privacy Requirements:** The Contractor acknowledges that any Student Data shared by the School Board is covered and protected under the Family Education Rights and Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31 ("FERPA").

The Contractor agrees to abide by the limitations on re-disclosure of Student Data from education records set forth in FERPA. 32 CFR 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record

information from the School Board may use the information, but only for the purposes for which the disclosure was made. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. Contractor warrants that the Student Data provided will be used solely for the purposes described in the final scope of work and for no other purpose. The Student Data shall not be shared or made available to any unauthorized personnel or other third party. Contractor agrees to ensure that any personnel or agents to whom the Student Data is provided agree to the same restrictions and conditions that apply to the Contractor with respect to such information.

If Contractor becomes legally compelled to disclose any Student Data, whether by judicial or administrative order, applicable law or regulation, or otherwise, then Contractor shall use all reasonable efforts to provide the School Board with prior notice before disclosure so that the School Board may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Contractor will only disclose only that portion of the Student Data that it is legally required to disclose.

Contractor agrees to notify the School Board promptly of any known or suspected security breach of any unauthorized disclosure of Student Data.

**55. Testing/Inspection:** The School Board reserves the right to conduct any test/inspection it may deem advisable to assure that goods and/or services conform to the specifications in the contract documents. The School Board reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the School Board may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the School Board in making these tests. If such goods and services are found to be defective in any respect, due to the fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction.

**56. Worksite Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired, to the School Board's satisfaction, at the Contractor's expense.

## **VI. PRICING SCHEDULE**

See Attachment E – three sheets.

## **VII. EVALUATION CRITERIA**

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

| <b>% Weight</b> | <b>Criteria</b>                                |
|-----------------|------------------------------------------------|
| 55%             | E-rate eligible recurring and one-time circuit |
| 5%              | E-rate ineligible recurring or one-time costs  |
| 10%             | Complete proposal submission                   |
| 10%             | Ability to support requirements of this RFP    |
| 10%             | Proposed contract terms and conditions         |
| 10%             | Previous experience/Provider references        |

## **VIII. AWARD PROCEDURE**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the School Board shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the School Board determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

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

☐ Check here, if no proprietary/confidential information is contained in your submission. Things to consider, include but not limited to personal identifying information (such as full name, address, driver's license, email address), bank account information, financial records, etc.)

RFP Number **22-011**

[illegible]

## **ATTACHMENT B**

### **EXCEPTIONS TO RFP 22-011**

Name of  
Firm/Offeror: \_\_\_\_\_

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the RFP, including all musts, shalls, and shoulds, terms and conditions, and any amendments as issued without exception.

**ATTACHMENT C****OFFEROR REFERENCE SHEET**

**Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal response nonresponsive.**

## 1. Offeror's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## 2. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

\_\_\_\_\_ Years \_\_\_\_\_ Months

## 3. Offeror Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

## 4. Indicate below a listing of at least four (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

|                   |  |           |  |
|-------------------|--|-----------|--|
| 1. Company:       |  | Contact:  |  |
| Address:          |  |           |  |
| Phone:            |  | Email:    |  |
| Dates of Service: |  | \$ Value: |  |
|                   |  |           |  |
| 2. Company:       |  | Contact:  |  |
| Address:          |  |           |  |
| Phone:            |  | Email:    |  |
| Dates of Service: |  | \$ Value: |  |
|                   |  |           |  |
| 3. Company:       |  | Contact:  |  |
| Address:          |  |           |  |
| Phone:            |  | Email:    |  |
| Dates of Service: |  | \$ Value: |  |
|                   |  |           |  |

I certify the accuracy of this information.

Signed: \_\_\_\_\_

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

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

**ATTACHMENT D****Virginia State Corporation Commission (SCC) Registration Information**

**The offeror shall check one of the following. The offeror is:**

☐ a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

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

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

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

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

☐

**ATTACHMENT E**

**PRICING SCHEDULE**

## Sheet 1

## 2023 PCPS Internet and WAN

Attachment E1 - Pricing Schedule for Only Hub Site Internet Access/Port

Service Provider: \_\_\_\_\_

Offerors to complete this sheet if only proposing Dedicated Internet service and/or if award for only this service type alters pricing provided on sheet E3. Pricing listed here must not be dependent on purchase of any other services.

[illegible]

Charges noted above must include all fees and/or surcharges.

## Sheet 2

2023 PCPS Internet and WAN RFP

Attachment E2 - Pricing Schedule for Only WAN Connections

Service Provider: \_\_\_\_\_

Offerors to complete this sheet if only proposing WAN services and/or if award for only this service type alters pricing provided on sheet E3. Pricing listed here must not be dependent on purchase of any other services. All locations must be included.

[illegible]

Charges noted above must include all fees and/or surcharges.

Transport/Ethernet MFC and NRC fees should not vary based upon location.

Transport/Ethernet fees entered should represent the total cost for service between the HUB and each connecting site (both endpoints).



## Sheet 3

## 2023 PCPS Internet and WAN

Attachment E3 - Pricing Schedule for Internet Access and WAN (complete solution for all sites)

Service Provider: \_\_\_\_\_

Offers to complete this sheet if proposing a full solution. If bundled discounts are included here, vendors must also include Attachments E1 and E2 to provide pricing for unbundled services.

Should E1 and E2 not be provided, it is understood the pricing on this sheet is applicable to both full (Internet and WAN) and partial (Internet or WAN) awards.

**Disjointed Internet/Fiber and Static IP at Hub**

**12 Month: Initial Term November 1, 2023 - June 30, 2024**

**(with up to 5 optional annual renewals)**

| Location Name               | Street Address  | Zip   | 4 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|-----------------------------|-----------------|-------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                             |                 |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| Petersburg High - Internet  | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - Fiber     | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - IPv4/IPv6 | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

**66 Month: Initial Term November 1, 2023 - June 30, 2028**

**(with up to 5 optional annual renewals)**

| Location Name               | Street Address  | Zip   | 4 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|-----------------------------|-----------------|-------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                             |                 |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| Petersburg High - Internet  | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - Fiber     | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - IPv4/IPv6 | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

**66 Month: Initial Term November 1, 2023 - June 30, 2028**

**(with up to 5 optional annual renewals)**

| Location Name               | Street Address  | Zip   | 4 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|-----------------------------|-----------------|-------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                             |                 |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| Petersburg High - Internet  | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - Fiber     | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - IPv4/IPv6 | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

**116 Month: Initial Term November 1, 2023 - June 30, 2033**

**(with up to 5 optional annual renewals)**

| Location Name               | Street Address  | Zip   | 4 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|-----------------------------|-----------------|-------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                             |                 |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| Petersburg High - Internet  | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - Fiber     | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Petersburg High - IPv4/IPv6 | 1101 Johnson Rd | 23075 |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

**Wide Area Network Connections for District**

**12 Month: Initial Term November 1, 2023 - June 30, 2024**

**(with up to 5 optional annual renewals)**

| Location Name                | Street Address            | Zip   | 1 Gbps |            | 2 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|------------------------------|---------------------------|-------|--------|------------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                              |                           |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| PCPS Admin Office            | 2755 South Boulevard East | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Bus Garage              | 600 East Wayne Street     | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Operations Bldg         | 16 Pine Street            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Woodford Academy             | 814 S. Bank St            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| East Spring Elem             | 1405 Talley Ave           | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Lafayette Elem               | 51 Oldham Ave             | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Pleasant Lane Elem           | 100 Pleasants Ln          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Seamon John Junior High      | 1101 Overland Dr          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Grand Hill Elementary School | 100 W. South Blvd         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Beacone Early Childhood EC   | 1100 Patterson St         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

**66 Month: Initial Term November 1, 2023 - June 30, 2028**

**(with up to 5 optional annual renewals)**

| Location Name                | Street Address            | Zip   | 1 Gbps |            | 2 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|------------------------------|---------------------------|-------|--------|------------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                              |                           |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| PCPS Admin Office            | 2755 South Boulevard East | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Bus Garage              | 600 East Wayne Street     | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Operations Bldg         | 16 Pine Street            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Woodford Academy             | 814 S. Bank St            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| East Spring Elem             | 1405 Talley Ave           | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Lafayette Elem               | 51 Oldham Ave             | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Pleasant Lane Elem           | 100 Pleasants Ln          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Seamon John Junior High      | 1101 Overland Dr          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Grand Hill Elementary School | 100 W. South Blvd         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Beacone Early Childhood EC   | 1100 Patterson St         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

**66 Month: Initial Term November 1, 2023 - June 30, 2028**

**(with up to 5 optional annual renewals)**

| Location Name                | Street Address            | Zip   | 1 Gbps |            | 2 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|------------------------------|---------------------------|-------|--------|------------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                              |                           |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| PCPS Admin Office            | 2755 South Boulevard East | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Bus Garage              | 600 East Wayne Street     | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Operations Bldg         | 16 Pine Street            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Woodford Academy             | 814 S. Bank St            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| East Spring Elem             | 1405 Talley Ave           | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Lafayette Elem               | 51 Oldham Ave             | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Pleasant Lane Elem           | 100 Pleasants Ln          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Seamon John Junior High      | 1101 Overland Dr          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Grand Hill Elementary School | 100 W. South Blvd         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Beacone Early Childhood EC   | 1100 Patterson St         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

**116 Month: Initial Term November 1, 2023 - June 30, 2033**

**(with up to 5 optional annual renewals)**

| Location Name                | Street Address            | Zip   | 1 Gbps |            | 2 Gbps |            | 5 Gbps |            | 10 Gbps |            | 20 Gbps |            | 40 Gbps |            | 60 Gbps |            | 80 Gbps |            | 100 Gbps |            |
|------------------------------|---------------------------|-------|--------|------------|--------|------------|--------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|----------|------------|
|                              |                           |       | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC    | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC     | Spec. Cost | MNC      | Spec. Cost |
| PCPS Admin Office            | 2755 South Boulevard East | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Bus Garage              | 600 East Wayne Street     | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| PCPS Operations Bldg         | 16 Pine Street            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Woodford Academy             | 814 S. Bank St            | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| East Spring Elem             | 1405 Talley Ave           | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Lafayette Elem               | 51 Oldham Ave             | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Pleasant Lane Elem           | 100 Pleasants Ln          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Seamon John Junior High      | 1101 Overland Dr          | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Grand Hill Elementary School | 100 W. South Blvd         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |
| Beacone Early Childhood EC   | 1100 Patterson St         | 23075 |        |            |        |            |        |            |         |            |         |            |         |            |         |            |         |            |          |            |

Charges noted above must include all fees and/or surcharges.

Transportation MNC and MNC fee should not vary based upon location.

Transportation fee entered should represent the total cost for service between the HUB and each connecting site (both endpoints).