



# Prince George County Public Schools

*A Commitment To Quality Education*

## REQUEST FOR PROPOSAL

**ISSUE DATE: November 15, 2022**

**RFP #: 22-11-15-WAN-INT**

**TITLE: Internet and WAN Service**

**DUE DATE/TIME:** Sealed proposals must be received and time stamped or signed in **prior to 2:00 p.m., January 5, 2023**. Offerors are responsible for ensuring that the Finance Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the division's time clock. **Proposals received after the stated due date and time shall not be considered.**

**A Pre-proposal Conference** will **NOT** be held for this procurement.

**QUESTIONS:** All questions/requests for information must be submitted in writing by email to Monique Barnes, Finance Director, [mgbarnes@pgs.k12.va.us](mailto:mgbarnes@pgs.k12.va.us) **Subject Line: RFP No. 22-11-15-WAN-INT Internet and WAN Services** and to be assured consideration, must be received prior to **2:00 p.m., December 2, 2022**. After reviewing any questions/requests submitted, the PGCPs Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PGCPs Purchasing Office.

**PROPOSALS MAILED (USPS) SHALL BE SENT DIRECTLY TO:**

Prince George County Public Schools  
Attn: Finance Office, Monique Barnes  
RFP #22-11-15-WAN-INT  
PO Box 400  
Prince George, VA 23875

**PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:**

Prince George County Public Schools  
Attn: Finance Office, Monique Barnes  
RFP #22-11-15-WAN-INT  
6410 Courts Dr.  
Prince George, VA 23875

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**Information the Offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 2) of the proposal response. See Proposal Procedures, Section 9 in this RFP for additional information.**

**Proprietary Information Enclosed: \_\_\_\_\_ YES \_\_\_\_\_ NO**

**All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 3) of the proposal response. See Proposal Procedures, Section 9 in this RFP for additional information.**

**Proposed Exceptions to the RFP: \_\_\_\_\_ YES \_\_\_\_\_ NO**

**Offeror Name: \_\_\_\_\_**

## REQUEST FOR PROPOSALS TITLE PAGE – TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PGCPs, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PGCPs, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PGCPs. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

### **STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER**

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PGCPs, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PGCPs.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1. Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is \_\_\_\_\_. ***(The SCC number is NOT your federal tax identification number). –OR–***
2. \_\_\_\_\_ Offeror is a sole proprietor and no SCC number is required. **–OR–**
3. \_\_\_\_\_ Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for 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 the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. –OR–**
4. \_\_\_\_\_ Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals ***(PGCPs reserves the right to determine in its sole discretion whether to allow such waiver.)***

### **THIS PROPOSAL IS SUBMITTED BY:**

Full Legal Name of Offeror: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Remittance Address (If Different): \_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Tax Identification (FIN/SSN#): \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(Person signing must be authorized to bind the Offeror in contractual matters)

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

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## *Section 1: Introduction*

Prince George County Public Schools, hereafter referred to as PGCPs, is located in a suburban community that is centrally located in southeastern Virginia and is included in the Richmond Metropolitan Statistical Area (MSA). The county has transitioned from an agricultural economy to an industry and informational economy. Ft. Lee is also located within the county. Rural, yet suburban, the county continues to experience a steady population increase. It is located 25 northeast of Richmond, Virginia.

PGCPs enrollment on October 1, 2022 was approximately 6200 pupils, including those in Pre-K. The school division is steadily growing. There are currently 5 elementary schools, 1 middle school, 1 junior high school annex, 1 high school, the Prince George Education Center and the School Board Office.

PGCPs is requesting proposals for delivery of fully managed Internet access and Wide Area Network services to the school system. Service is expected to terminate at the hub site listed in the attached pricing sheet (Attachment D). The new service shall commence upon execution of this Agreement by an authorized PGCPs representative and will continue until June 30, 2026 ("Initial Agreement Period"), with an option of two (2) 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.

The Contractor understands and agrees that continuity of this award is subject to availability of funding by PGCPs and satisfactory performance by the Contractor.

## *Section 2: Service Requests*

1. PGCPs is seeking proposals for a fully-managed, bundled Internet access and Wide Area Network solution. Incomplete/partial submissions will not be considered. Fiber or equivalent technologies will be considered. References to "fiber" throughout this and any related RFP document are intended to represent fiber or any technology equivalent in quality and reliability.
2. Network Design and Construction Routes
  - a. PGCPs leaves point of presence (PoP) location and fiber routes up to respondent. However, due to current and future bandwidth needs, designs are encouraged to provide dedicated infrastructure to PGCPs. This includes little to no aggregation or third-party equipment between PGCPs site and PoP.
  - b. PGCPs is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution.
  - c. Respondents should clearly illustrate proposed network design and construction routes.
  - d. PGCPs's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. PGCPs has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
3. Special Construction
  - a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
    - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
  - b. Special construction charges eligible for Category One support consist of three components:
    - i. construction of network facilities
    - ii. design and engineering
    - iii. project management
  - c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.
    - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
  - d. Excess fiber strands for special construction projects
    - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those

incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.

- ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, PGCPs will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
- iii. For examples of cost allocation, please see document in Attachment F as prepared by the State E-rate Coordinators' Alliance (SECA).

### *Section 3: Solution Specifications*

#### 1. Internet Access

- a. PGCPs must have a minimum of 2 Gbps dedicated, symmetrical bandwidth.
- b. The solution must be scalable to 10 Gbps.
- c. A minimum of 62 consecutive usable IP addresses are required.
- d. Each respondent is required to complete the attached pricing sheet with this RFP.
  - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
  - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
  - iii. 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.
- e. 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.
- f. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

#### 2. Wide Area Network

- a. PGCPs must have a minimum of 300 Mbps dedicated, symmetrical transport bandwidth between the designated endpoints.
- b. The solution must be scalable to 10 Gbps.
- c. Each respondent is required to complete the attached pricing sheet with this RFP.
  - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
  - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
  - iii. 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.
- d. 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.
- e. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

### *Section 4: 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 PGCPs.

### *Section 5: 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 PGCPs 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 the July 1 start of the funding year.
  - 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. References
  - a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of PGCPs.
7. E-rate Program Integrity Assurance (PIA) Review
  - a. If their solution is chosen, respondents are required to promptly provide PGCPs 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.**
8. Required Notice to Proceed and Funding Availability
  - a. PGCPs will follow the purchasing policies of the PGCPs 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 bid 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.
9. 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.
10. 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/>.
11. PGCPs 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.
12. Additional locations may be added during the contract term.

### *Section 6: Locations and Network Configuration*

| Location Name                    | Street                 | City          | State | Zip   | Current Service  |
|----------------------------------|------------------------|---------------|-------|-------|------------------|
| School Board Office              | 6410 Courts Drive      | Prince George | VA    | 28375 | 2 Gbps DIA & WAN |
| David A Harrison Elem School     | 12900 E Quaker Rd      | Disputanta    | VA    | 23842 | 300 Mbps WAN     |
| J.E.J. Moore Middle School       | 11455 Prince George Dr | Disputanta    | VA    | 23842 | 300 Mbps WAN     |
| L.L. Beazley Elementary School   | 6700 Courthouse Rd     | Prince George | VA    | 23875 | 300 Mbps WAN     |
| Middle Road Elementary           | 605 Romans Rd          | Prince George | VA    | 23875 | New Construction |
| N.B. Clements Jr High (HS Annex) | 7800 Laurel Spring Rd  | Prince George | VA    | 23875 | 300 Mbps WAN     |
| North Primary School             | 11106 Old Stage Rd     | Prince George | VA    | 23875 | 300 Mbps WAN     |
| Prince George Educational Center | 11465 Prince George Dr | Disputanta    | VA    | 23842 | 300 Mbps WAN     |
| Prince George High School        | 7801 Laurel Spring Rd  | Prince George | VA    | 23875 | 300 Mbps WAN     |
| South Primary School             | 13400 Prince George Dr | Disputanta    | VA    | 23842 | 300 Mbps WAN     |

\*PGCPs currently has 1 additional school not listed above (William A Walton Elem School). This school is scheduled to close and be demolished prior to the start date of services requested in this RFP. No services are requested for that location as part of this solicitation.

All contracts must include a provision permitting early termination of circuits, with no penalty, should a location be closed by PGCPs. Additionally, if PGCPs opens a new location, the final agreement must include a provision permitting that site to be added at the existing MRC rate for the duration of the contract, with the PGCPs paying for any one-time charges associated with adding the new site to the network.

## *Section 7: Procurement Timeline*

|                                |                                                     |
|--------------------------------|-----------------------------------------------------|
| November 15, 2022              | RFP Issue Date                                      |
| December 2, 2022, 2:00 p.m. ET | Vendor Question Deadline                            |
| December 4, 2022               | Responses to Questions Distributed                  |
| January 5, 2023, 2:00 p.m. ET  | Proposal due by 2:00 p.m. ET                        |
| January 10, 2023               | Proposal Reviews and Rankings                       |
| January 12, 2023               | Anticipated Intent to Award/Notification to Vendors |
| January 24, 2023               | Negotiations / Final Contract Creation              |
| February 7, 2023               | Board Approval                                      |
| February 21, 2023              | Legal Review, Signatures, Executed Contract         |

## *Section 8: Additional Information/Questions*

1. All questions or comments concerning this Request for Proposals must be submitted in writing to Monique Barnes, Finance Director, [mgbarnes@pgs.k12.va.us](mailto:mgbarnes@pgs.k12.va.us).
2. All questions or comments must be submitted via email by December 2, 2022, 2:00 p.m. ET.
3. The subject line must reference the RFP #: 22-11-15-WAN-INT.
4. Contact initiated by an Offeror concerning this solicitation with any other PGCPs representative is prohibited. Unauthorized contact may result in disqualification of the Offeror from this solicitation.
5. Answers will be posted via addendum to EPC by December 4, 2022.
6. It is the responsibility of every Offeror to ensure they have downloaded the latest version of the FCC Form 470 and/or 470 RFP attachments, including any addenda.
7. Applicant reserves the right to ask clarifying questions of vendors upon review of proposals.

## *Section 9: Proposal Procedures*

The Offeror must follow the instructions below for the proposal submission:

1. One (1) complete original proposal (hardcopy, marked as "Original").
2. One (1) copy of the complete original proposal (PDF format) on CD-ROM or Flash drive.
3. One (1) hard copy that reflects the removal of all proprietary items. Said copy shall be clearly marked as "REDACTED COPY."
4. One (1) "REDACTED COPY" (PDF format) on CD-ROM or Flash drive that reflects the removal of all proprietary items. Said PDF document shall be clearly marked as "REDACTED COPY."
5. Three (3) copies of the complete original proposal (hardcopy).
6. If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of "REDACTED COPIES" is not required.
7. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PGCPs will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PGCPs will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PGCPs to reject such proposals. Electronic or facsimile submission of proposals is not acceptable, and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
  - a. Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:



From: \_\_\_\_\_  
 Name of Offeror Due Date Due Time  
 \_\_\_\_\_  
 Street or Box Number RFP Number RFP Title  
 \_\_\_\_\_  
 City State, Zip Code Name of Contract Administrator

8. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
9. PGCPs will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.
10. Use of Information and Documents: PGCPs and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of PGCPs. Following award PGCPs may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold PGCPs, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.
11. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary, nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary or trade secret information (TAB 2); however, all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.
12. Mandatory Provisions: Mandatory provisions of this Request for Proposals is indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.
13. Submission of Proposed Exceptions: PGCPs proposed contract documents and this Request for Proposal contain terms and conditions PGCPs favors and intends to use for the resultant contract. If the Offeror wishes PGCPs to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal. Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PGCPs standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PGCPs may award the contract to another Offeror. See Section 7.14, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.
14. Submission Format and Content of Proposal: Offerors must follow the following format for proposal submission
  - a. Technical Proposal Requirements: Proposals should be as thorough and detailed as possible so that PGCPs may properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be submitted on 8½" x 11" paper and prepared simply and concisely and submitted in TABS AS OUTLINED BELOW. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal shall be tabbed and organized in the sequence indicated below (failure to do so will result in a lower evaluation of the proposal).
  - b. Offerors must organize their proposals using the following TABBED-NAMED SECTION format:

- i. Title Sheet (TAB 1 Cover Sheet): Furnish the information requested on the REQUEST FOR PROPOSAL'S TITLE PAGES (Pages 1 and 2) of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2, must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. Additionally, must provide all addenda, if any, signed and dated.
  - 1. **Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.**
- c. Submission of Proprietary Information (TAB 2 Proprietary): Offerors shall submit any information, in this section, considered by the Offeror to be trade secrets or proprietary information shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary, nor may they declare proposed pricing to be proprietary.
- d. Submission of Proposed Exceptions (TAB 3 Exceptions): Offerors wishing PGCPs to consider any changes to these documents, such changes must be submitted in writing in this section, as part of the Offeror's proposal.
- e. Discipline Expertise (TAB 4 Expertise): The Offeror must provide a written narrative statement for each discipline to demonstrate his/her understanding and ability and/or willingness to satisfy all specified requirements (large and small) of the Scope of Services in Section 5 of the RFP.
  - i. **The Offeror and its consultants must demonstrate the ability to finish projects within specified times, within a specified fixed fee, within PGCPs budget, with minimal claims and with minimal change orders other than those requested by PGCPs.**
- f. Location (TAB 5 Location): Geographic location of the firm relative to Prince George County. The firm should include a street address of the office proposed to handle the work to include phone and facsimile numbers and any other pertinent information relative to the size and organizational structure of the company.
- g. Experience, public (TAB 6 Experience Local):
  - i. List and describe, (including cost information) a clear and concise illustration of public projects completed in the Richmond Metropolitan Area, to include PGCPs, during the past three (3) years by your firm to include the name, address, phone number, e-mail of the owners' points of contact along with whether the projects were completed on-time and within budget.
  - ii. The Offeror and its consultants must demonstrate their experience in project construction administration to include proposal evaluation, negotiations, problem resolution, team building, reporting, logs and CPM schedule analysis.
- h. Experience, public (other) (TAB 7 Experience Other): List and describe (including cost information) a clear and concise illustration of other completed public projects not in the DC Metropolitan Area during the past three (3) years by your firm to include the name, address, phone number, e-mail of the owners' points of contact along with whether the project was completed on-time and within budget.
- i. Organizational Chart (TAB 8 Chart): Provide your firm's organizational chart (block diagram) as it pertains to task order for PGCPs. Team who will be providing services to PGCPs.
- j. Staff (principal) (TAB 9 Staff 1): Identification and statement of qualifications of each principal who will be assigned to PGCPs project(s) for actual "hands on" work, as well as assigned to the project(s) for administrative responsibilities. Identify each person required by law to be licensed, registered or certified in the Commonwealth of Virginia.
- k. Staff (additional associates) (TAB 10 Staff 2): Identification and statement of qualifications of each team member that may be used on the project(s) along with a description of their possible role(s) on the project team. Identify each person licensed in the Commonwealth of Virginia. Identify each person required by law to be licensed, registered or certified in the Commonwealth of Virginia.
- l. Work Assignments (TAB 11 Assignments): Describe how your firm assigns and limits workload and your ability to complete PGCPs projects within a timely manner for both large and small projects.
- m. Financial/Insurance (TAB 12 Financial): Provide pertinent financial data which demonstrates your firm's capability to successfully perform. This shall include information on the financial stability of the

firm; e.g., annual financial reports and statements, Dun and Bradstreet current report and/or other credit bureau ratings.

- n. Strengths (TAB 13 Strengths): Describe any special strengths, insight or innovativeness, which may be applicable to your firm but not requested above.
  - o. Recognition/Awards (TAB 14 Awards): Provide copies of all letters of commendations, special recognitions, awards, etc.
  - p. Submittal Requirements (TAB 15 Submittals):
    - i. Attachment A – Completed Contractor Data Sheet
    - ii. Attachment B – Completed Vendor Information Form
    - iii. Attachment C – Certificate of Compliance
    - iv. Attachment D – 2023 PGCPs Internet WAN Pricing
15. Oral Presentations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation of their proposal to PGCPs. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PGCPs and may or may not be conducted.

### *Section 10: Evaluation Criteria*

| <b>% Weight</b> | <b>Criteria</b>                                      |
|-----------------|------------------------------------------------------|
| 55%             | E-rate eligible recurring and one-time circuit costs |
| 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              |

### *Section 11: Award of Contract*

1. Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitted proposals, on the basis of the factors involved in the Request for Proposal.
2. Price of E-Rate eligible services shall be the primary consideration.
3. Negotiations shall be conducted with each of the offerors so selected.
4. After negotiations have been conducted with each offeror so selected, PGCPs shall select the offeror which, in its opinion, has presented the most cost-effective solution, and shall award the contract to that offeror.
5. 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 PGCPs determine in writing and in its sole discretion that only one offeror is the most cost-effective, a contract may be negotiated and awarded to that offeror.
6. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the offeror's proposal as negotiated. Similarly, any materials provided by the offeror for the purpose of PGCPs to evaluate the proposal might be referenced to become part of the purchase agreement between PGCPs and the offeror.

### *Section 12: Cancellation of Contract*

PGCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor for just cause or as provided in the Contract. Any contract cancellation notice shall not relieve the Contractor of the obligation to provide services until the effective date of cancellation.

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## Section 13: General Terms and Conditions

### PRINCE GEORGE COUNTY PUBLIC SCHOOLS (PGCPS) GENERAL TERMS AND CONDITIONS (RFP-Revised 7/19/13)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PGCPS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince George County Public Schools and its governing body, the Prince George County Public School Board. The term "PGCPS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PGCPS, or the PGCPS School Board, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

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#### AUTHORITY

1. The Finance Director has been delegated authority for issuance of request for proposals, modifications, purchase orders and awards approved by and for PGCPS. In the discharge of these responsibilities, the Finance Director may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Finance Director, no other PGCPS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PGCPS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PGCPS shall not be bound thereby.

#### CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PGCPS will publicly post such notice on the Purchasing Web site, <https://www.pgs.k12.va.us/apps/pages/bids>
3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PGCPS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
5. **INCLEMENT WEATHER:** Due to inclement weather conditions, PGCPS may elect to close schools and administration offices.
  - 5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.
  - 5.2. In the event that PGCPS closes, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.
  - 5.3. In the event that PGCPS closes, any optional/mandatory pre-proposal conference and all proposal openings will be held on the next business day the PGCPS experiences a normal opening, or a delayed opening activities will be held at the time previously scheduled. No exceptions will be made in this matter.

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the PGCPS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are **late**, automatically disqualified and will not be considered. **PGCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**
7. **MANDATORY USE OF PGCPS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Finance Director reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, PGCPS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.
8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.
9. **OFFICIAL NOT TO BENEFIT:**
  - 9.1. Each Offeror certifies by signing a proposal that to the best of his/her knowledge no PGCPS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
  - 9.2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PGCPS, as a prerequisite to payment pursuant to the Contractor, or at any time may

require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- 9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Finance Director, Prince George County Public Schools, 6410 Courts Drive, Prince George, VA 23875. The Request for Proposal number shall be referenced in the disclosure.
10. **PRECEDENCE OF TERMS:** PGCPs intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

The Notice of Award or Purchase Order/Contract (highest precedence),  
Addenda,  
Scope of Services  
The signed proposal submitted by the Contractor, Request for Proposal,  
Any Special Terms and Conditions,  
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS:** PGCPs may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PGCPs all such information and data for this purpose as may be requested. PGCPs reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PGCPs further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PGCPs that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
12. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PGCPs shall register on-line at <https://www.pgs.k12.va.us/apps/pages/bids>. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Finance Director.

## CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror certifies to PGCPs that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 13.1 and 13.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 13.1. 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.
- 13.2. 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.

- 13.3. 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.

- 13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PGCPs all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PGCPs under said contract.
15. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince George County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
16. **APPROPRIATION OF FUNDS:** All funds for payments by PGCPs under this contract are subject to the availability of an annual appropriation for this purpose by PGCPs. In the event of non-appropriation of funds by PGCPs for the goods or services provided under the contract or substitutes for such goods or services which are as advanced or more advanced in their technology, PGCPs will terminate the contract, without termination charge or other liability to PGCPs, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and PGCPs shall not be obligated under this contract beyond the date of termination.
17. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PGCPs Finance Director.
18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc.) and the identification number issued to the Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Offeror is not required to be registered. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: [www.scc.virginia.gov](http://www.scc.virginia.gov). Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PGCPs.
19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince

George County Code. Information regarding business license requirements is available on the Prince George County website at [www.princegeorgeva.org](http://www.princegeorgeva.org).

20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or ProcurementCard.

## 21. CONFIDENTIALITY AND RETURN OF RECORDS:

- 21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PGCPs' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PGCPs' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PGCPs request, shall destroy all computer records created as a result of PGCPs' request for services under this Contract.
- 21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.
- 21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

## 22. COPYRIGHT:

- 22.1. The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the PGCPs all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as PGCPs may request to affect such transfer or assignment.
- 22.2. Further, the Contractor agrees that the rights granted to PGCPs by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
- 22.3. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the PGCPs approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

23. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

- 23.1. Provide a drug-free workplace for the Contractor's employees.
- 23.2. 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.
- 23.3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 23.4. 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.

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 section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

24. **EMPLOYEES NOT TO BENEFIT:** No employee of PGCPs shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.
25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.
26. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PGCPs, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PGCPs in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PGCPs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PGCPs as herein provided.
27. **LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.
28. **MODIFICATIONS TO THE CONTRACT:** PGCPs may, upon mutual agreement with the Contractor, issue written modifications to the scope of services of this contract, and within



the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince George County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Finance Director:

- 28.1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of services which shall be added to or deducted from the contract amount.
  - 28.2. The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
  - 28.3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PGCPs may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PGCPs and the Contractor.
29. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 29.1. Faith-based organizations may enter into contracts with PGCPs on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
  - 29.2. PGCPs shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PGCPs will not be spent for religious worship, instruction, or proselytizing.
  - 29.3. Any faith-based organization awarded a contract by PGCPs shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PGCPs.
  - 29.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
  - 29.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PGCPs shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
  - 29.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face

type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider.

30. **PATENTS AND ROYALTIES:** The Contractor covenants to save, defend, keep harmless, and indemnify PGCPs and all of its officers, departments, agents and employees (collectively known as "PGCPs") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by PGCPs. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes, all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.
31. **PRICE REDUCTION:** If at any time after the date of the proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for proposal on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PGCPs of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PGCPs.
32. **PROJECT STAFF:** PGCPs will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If PGCPs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to PGCPs in a timely manner and at no additional cost to PGCPs. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.
33. **RELATIONSHIP TO PGCPs:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PGCPs. PGCPs will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PGCPs will not withhold from the contract payments to the Contractor any federal or state unemployment. PGCPs will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PGCPs for its employees.
34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PGCPs intent to undertake every effort to increase opportunity



for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

### 35. SUBCONTRACTS:

- 35.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.
- 35.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- 35.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- 35.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PGCPs.
- 35.5. PGCPs has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

### 36. TERMINATION FOR CAUSE/DEFAULT: In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PGCPs, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PGCPs may have. Specifically:

- 36.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PGCPs shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PGCPs, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 36.2. Notwithstanding the above, the Contractor shall not be relieved of liability to PGCPs for damages sustained by PGCPs by virtue of any breach of contract by the Contractor. PGCPs may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PGCPs from the Contractor is determined.

### 37. TERMINATION FOR CONVENIENCE: PGCPs reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Finance Director determines that such a termination is in the best interest of PGCPs. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent

specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

### 38. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

- 38.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. PGCPs acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.
- 38.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.
- 38.3. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 38.4. PGCPs shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

### 39. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- 39.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 39.2. Proposal records shall be open to the public only after award.
- 39.3. Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PGCPs decides not to accept any of the proposals and to resolicit.
- 39.4. Trade secrets or proprietary information submitted by any offeror or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the offeror or Contractor invokes the protection of Virginia Code section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. **Offerors**

**may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.**

- 39.5. Nothing contained in this section shall be construed to require PGCPs to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PGCPs.
40. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
41. **PAYMENT TERMS:**
- 41.1. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PGCPs official. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. PGCPs reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 41.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
42. **PAYMENT TO SUBCONTRACTORS:**
- 42.1. A Contractor awarded a contract under this solicitation is hereby obligated to:
- 42.1.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PGCPs for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,
- 42.1.2. Notify PGCPs and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 42.2. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PGCPs except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PGCPs, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 42.3. The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PGCPs or any participating jurisdiction.
43. **TAX EXEMPTION:** PGCPs is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PGCPs. PGCPs Federal Excise Tax Exemption number is 54-6001533. A copy of PGCPs Sales and Use Tax Certificate Exemption is available upon request from the Finance Office.

## OFFEROR/CONTRACTOR REMEDIES

44. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding for one hundred twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.
45. **ARBITRATION:** It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.
46. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PGCPs, whichever is sooner. PGCPs and its authorized agents shall have full access to and the right to examine any of said material during said period.
47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with PGCPs which is not disposed of by agreement shall be declared by the Finance Director, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Finance Director shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
49. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Superintendent no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Superintendent or designee shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.
- 49.1. If, prior to award, it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Finance Director shall cancel the proposed award or revise it to comply with the law. If, after award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PGCPs. Where the award has been made and performance has begun, the Finance Director may declare the contract void upon a finding that this action is in the best interest of PGCPs. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

- 49.2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 49.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.
50. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Contract.

**The rest of this page intentionally left blank.**

**CONTRACTOR DATA SHEET**  
**RFP # 22-11-15-WAN-INT**

1. QUALIFICATION OF OFFEROR: The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: \_Years\_Months.
3. REFERENCES: Offerors shall provide a listing of three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. PGCPs cannot be a reference.

|                  |       |
|------------------|-------|
| 1 Customer Name: | _____ |
| Contact Name:    | _____ |
| Contact Title:   | _____ |
| Address:         | _____ |
| Phone:           | _____ |
| Fax:             | _____ |
| Email:           | _____ |

|                  |       |
|------------------|-------|
| 2 Customer Name: | _____ |
| Contact Name:    | _____ |
| Contact Title:   | _____ |
| Address:         | _____ |
| Phone:           | _____ |
| Fax:             | _____ |
| Email:           | _____ |

|                  |       |
|------------------|-------|
| 3 Customer Name: | _____ |
| Contact Name:    | _____ |
| Contact Title:   | _____ |
| Address:         | _____ |
| Phone:           | _____ |
| Fax:             | _____ |
| Email:           | _____ |

**PRINCE GEORGE COUNTY PUBLIC SCHOOLS**  
**Finance Office RFP # 22-11-15-WAN-INT**  
**VENDOR INFORMATION FORM**

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Remittance: Check box if same as above ☐

Legal Business Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Information:

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



# Prince George County Public Schools

*A Commitment To Quality Education*

## CERTIFICATE OF COMPLIANCE

*Code of Virginia §22.1-296.1*

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

\_\_\_\_\_  
Company Name

**22-11-15-WAN-INT**

\_\_\_\_\_  
Solicitation #

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## 2023 PGCPs Internet and WAN Pricing

|                   |                              |
|-------------------|------------------------------|
| Applicant Name:   | Prince George County Schools |
| BEN#:             | 126558                       |
| Form 470#:        | 230003072                    |
| Service Provider: |                              |
| SPIN:             |                              |
| Date Submitted:   |                              |
| Contact Name:     |                              |
| Contact E-mail:   |                              |
| Contact Phone:    |                              |

Pricing for Initial Term 07/01/23 - 06/30/26  
with 2 optional annual renewals

## Pricing Sheet Response Instructions

In addition to your standard company response, please complete the table below with your pricing information and submit in excel format.

Should a discrepancy exist between submitted documents, this pricing sheet will supersede any other pricing provided.

If you do not offer a specific bandwidth, please place "N/A" in that cell. If there is not cost associated with a line item, please enter \$0.

Any one-time installation costs, special construction, leased equipment fees or additional surcharges must be included in the response. If no charge, enter \$0.

## Dedicated Internet

| Location Name                                                                    | Address                                      | Monthly Recurring Charges |        |        |        |        |        |         | Non-Recurring Charges          |                              |
|----------------------------------------------------------------------------------|----------------------------------------------|---------------------------|--------|--------|--------|--------|--------|---------|--------------------------------|------------------------------|
|                                                                                  |                                              | 2 Gbps                    | 3 Gbps | 4 Gbps | 5 Gbps | 6 Gbps | 8 Gbps | 10 Gbps | One- Time Installation Charges | Special Construction Charges |
| School Board Office                                                              | 6410 Courts Drive<br>Prince George, VA 28375 |                           |        |        |        |        |        |         |                                |                              |
| Static IP Fee (minimum 62 consecutive)                                           |                                              |                           |        |        |        |        |        |         |                                |                              |
| Equip Lease Fee*                                                                 |                                              |                           |        |        |        |        |        |         |                                |                              |
| Other MRC**                                                                      |                                              |                           |        |        |        |        |        |         |                                |                              |
| * If applicable, specify the equipment make/model below:                         |                                              |                           |        |        |        |        |        |         |                                |                              |
|                                                                                  |                                              |                           |        |        |        |        |        |         |                                |                              |
| * If applicable, specify the product or service incurring "Other" charges below: |                                              |                           |        |        |        |        |        |         |                                |                              |
|                                                                                  |                                              |                           |        |        |        |        |        |         |                                |                              |

## Wide Area Network (Transport/Point to Point)

| Location Name                                                                    | Address                                          | Monthly Recurring Charges |          |        |        |        |        |        |         | Non-Recurring Charges          |                              |
|----------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|----------|--------|--------|--------|--------|--------|---------|--------------------------------|------------------------------|
|                                                                                  |                                                  | 300 Mbps                  | 500 Mbps | 1 Gbps | 2 Gbps | 3 Gbps | 4 Gbps | 5 Gbps | 10 Gbps | One- Time Installation Charges | Special Construction Charges |
| School Board Office                                                              | 6410 Courts Drive<br>Prince George, VA 28375     |                           |          |        |        |        |        |        |         |                                |                              |
| David A Harrison Elem                                                            | 12900 E Quaker Rd<br>Disputanta, VA 23842        |                           |          |        |        |        |        |        |         |                                |                              |
| J.E.J. Moore Middle                                                              | 11455 Prince George Dr<br>Disputanta, VA 23842   |                           |          |        |        |        |        |        |         |                                |                              |
| L.L. Beazley Elem                                                                | 6700 Courthouse Rd<br>Prince George, VA 23875    |                           |          |        |        |        |        |        |         |                                |                              |
| Middle Road Elem                                                                 | 605 Romans Rd<br>Prince George, VA 23875         |                           |          |        |        |        |        |        |         |                                |                              |
| N.B. Clements Jr High (HS Annex)                                                 | 7800 Laurel Spring Rd<br>Prince George, VA 23875 |                           |          |        |        |        |        |        |         |                                |                              |
| North Primary                                                                    | 11106 Old Stage Rd<br>Prince George, VA 23875    |                           |          |        |        |        |        |        |         |                                |                              |
| Prince George Ed Center                                                          | 11465 Prince George Dr<br>Disputanta, VA 23842   |                           |          |        |        |        |        |        |         |                                |                              |
| Prince George High                                                               | 7801 Laurel Spring Rd<br>Prince George, VA 23875 |                           |          |        |        |        |        |        |         |                                |                              |
| South Primary                                                                    | 13400 Prince George Dr<br>Disputanta, VA 23842   |                           |          |        |        |        |        |        |         |                                |                              |
| Equip Lease Fee*                                                                 |                                                  |                           |          |        |        |        |        |        |         |                                |                              |
| Other MRC**                                                                      |                                                  |                           |          |        |        |        |        |        |         |                                |                              |
| * If applicable, specify the equipment make/model below:                         |                                                  |                           |          |        |        |        |        |        |         |                                |                              |
|                                                                                  |                                                  |                           |          |        |        |        |        |        |         |                                |                              |
| * If applicable, specify the product or service incurring "Other" charges below: |                                                  |                           |          |        |        |        |        |        |         |                                |                              |
|                                                                                  |                                                  |                           |          |        |        |        |        |        |         |                                |                              |

Entities currently expected to require service during the 2023-2024 E-rate fund year are listed above. Monthly recurring charges quoted above may be extended to future district locations when agreed to by both parties.



# Prince George County Public Schools

*A Commitment To Quality Education*

## CONTRACT

CONTRACT NUMBER: #22-11-15-WAN-INT

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ by, VENDOR NAME AND ADDRESS hereinafter referred to as the "Contractor" and Prince George County School Board, 6410 Courts Drive, Prince George, VA 23875, hereinafter referred to as the "Prince George County Public Schools", "Purchasing Agency" or "PGCPS".

**WITNESSETH** that the Contractor and PGCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for \_\_\_\_\_ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed Contract document.
  - 2.2. PGCPS Request for Proposals (list all addendums)
  - 2.3. Contractor's proposal response dated \_\_\_\_\_.
  - 2.4. Certificate of Compliance – RFP Document Attachment XX
3. **CONTRACT ADMINISTRATOR/PROJECT MANAGER(S):** The following PGCPS employees are identified to use all powers under the contract to enforce its faithful performance:
  - 3.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.
  - 3.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
4. **TIME OF PERFORMANCE:**
5. **PRICING:**
6. **PAYMENT TERMS:**



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Prince George County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

*This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.*

**IN WITNESS THEREOF**, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PURCHASING AGENCY:**

\_\_\_\_\_  
Authorized Signature

Lisa Pennycuff, Ed.D.

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Allocation Scenarios**

Funding Year 2018

Prepared by the State E-rate Coordinators' Alliance  
October 23, 2017

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**I. LEASED LIT FIBER AND LEASED DARK FIBER****A. Excess Strands for Applicant's Future Use**

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective than buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

**B. Excess Strands for Service Provider's Future Use**

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:

## COST-ALLOCATION: FIBER EXAMPLES

- **Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligible use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

**Result:** Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

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Applicant's should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- **Splice Labor.** If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- **Splice Enclosures** are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- **Fiber Installation Labor.** This represents the incremental cost of pulling a larger cable through the buried conduit.
- **Structured materials installation.** This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

**Figure 1: Here is a table outlining some possible incremental costs:**

| <b>Item</b>                                                         | <b>12 Strand cable construction</b>                                                                                           | <b>48 strand cable construction</b>                                                                                          | <b>Cost Allocation Amount that service provider should remove from the special construction request</b> |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Fiber Cable                                                         | 38 cents per foot                                                                                                             | \$1.04 per foot                                                                                                              | 66 cents per foot                                                                                       |
| Design and Engineering                                              | \$2.12 per foot                                                                                                               | \$2.42 per foot                                                                                                              | 30 cents per foot to depict additional splices at A and Z locations                                     |
| Project Management                                                  | \$1.18 per foot                                                                                                               | \$1.18 per foot                                                                                                              | 0                                                                                                       |
| Splice labor*                                                       | \$11.00 per splice                                                                                                            | \$11.00 per splice                                                                                                           | \$11 per splice over 12 splices at any splice site                                                      |
| Splice enclosures**                                                 | \$205 per enclosure                                                                                                           | \$205 per enclosure                                                                                                          | \$205 per enclosure for every enclosure over 12                                                         |
| Fiber Patch Panel                                                   | \$71.43 per panel                                                                                                             | \$218.60 per panel                                                                                                           | \$147.17 per panel                                                                                      |
| Conduit and other structured materials                              | 1.25" conduit required<br>\$1.95 per foot<br><br>Handhole (40,000 lb rated) \$2695 per unit<br><br>Fiber Marker \$30 per unit | 1.5" conduit required<br>\$2.35 per foot<br><br>Handhole (40,000 lb rated) \$2695 per unit<br><br>Fiber marker \$30 per unit | 40 cents per foot<br><br>No cost difference for handhole<br><br>No cost difference per marker           |
| Fiber Installation Labor ***                                        | 25 cents per foot                                                                                                             | 28 cents per foot                                                                                                            | 3 cents per foot                                                                                        |
| Structured Materials Installation (conduit, markers, handholes)**** | \$2.85 per foot                                                                                                               | \$3.10 per foot                                                                                                              | 25 cents per foot                                                                                       |
| Markers                                                             | Place every 500'                                                                                                              | Place every 500'                                                                                                             | No cost difference                                                                                      |
| Handholes                                                           | Place every 1000'                                                                                                             | Place every 1000'                                                                                                            | No cost difference                                                                                      |