

ALLEGHANY HIGHLANDS PUBLIC SCHOOLS
REQUEST FOR PROPOSALS RFP #AHPS-20231220-1

Issue Date: October 26, 2023

Issuing Agency: Alleghany Highlands Public Schools (AHPS)
Information Technology Department
P.O. Drawer 140, 100 Central Circle
Low Moor, Virginia 24457

Title: Internet and WAN Telecommunications Services

Period of Contract: July 1, 2024 — June 30, 2027 with five (5) optional annual renewals July 1 – June 30.

All inquiries, questions, and requests for information must be directed in writing to Shannon Fuhrman, Director of Technology at shannon.fuhrman@ahps.k12.va.us no later than 3:00 p.m. Eastern Time, November 16, 2023. Inquiries received via phone will not be considered.

Sealed proposals for furnishing Internet and WAN Telecommunications Services as described herein will be received by Shannon Fuhrman at P.O. Drawer 140, 100 Central Circle, Low Moor, VA 24457 until 3:00 p.m. Eastern Time, December 20, 2023. No proposal shall be accepted after this deadline unless changed by addendum.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, status as a disabled veteran or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached, signed proposal or as mutually agreed upon by subsequent negotiation. AHPS specifically reserves the right to enter into a non-exclusive contract or contracts with one or more firms responding to this RFP for all or part of the Project referenced herein and/or to negotiate with the selected Offeror in order to best serve the needs of AHPS, in respect both to cost and effectiveness. AHPS also specifically reserves the right not to enter into a Contract with any firm responding to this RFP, but rather to reject any and all proposals, to waive any informalities, and/or, in its sole discretion, to re-advertise for proposals for any part or all of the project referenced in this RFP.

Offeror Information

Name and Address of Firm:

FEI/FIN: _____

Telephone: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Pre-Proposal Site Visits

Non-mandatory pre-proposal site visits may be arranged by contacting Shannon Fuhrman at (540) 863-1800. All non-mandatory site visits must be completed by close of business on November 15, 2023.

All questions must be received in writing no later than 3:00 p.m. Eastern, November 16, 2023 by Shannon Fuhrman at shannon.fuhrman@ahps.k12.va.us. Please reference the RFP number in the subject line.

This Request for Proposal and responses to questions will be posted to the E-Rate Productivity Center and the division's website by 5:00 p.m. Eastern Time, November 21, 2023. See:

<https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

https://www.ahps.k12.va.us/departments/financial_services/solitications_for_bids_and_or_proposals

Offerors may arrange pre-proposal network assessments that are to be conducted at their sole expense per the primary or sub-contractor requirements that are described herein.

Alleghany Highlands Public Schools shall assume no expense, liability, or responsibility related to an Offeror's network assessment, equipment required or damaged during a network assessment, or the human resources applied thereto.

All network assessments shall be conducted in a manner that are not disruptive to network performance. No assessment may require a network outage. Assessments shall be specific to only those services or service components that are specific to the successful operation and/or installation/configuration of the services described herein. Access to systems that are not specific to successful evaluation, installation, configuration, or operation shall not be granted.

Classroom access is dependent upon both availability and the building principal's discretion.

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I. PURPOSE

Alleghany Highlands Public Schools (AHPS) is seeking sealed proposals for Internet services and WAN Telecommunications services from qualified sources that are eligible for funding through the Schools and Libraries Universal Service Support Mechanism (E-Rate). Said service installations will be performed at each building's DEMARC, main distribution facility ("MDF"), intermediate distribution facilities ("IDFs"), corridors, classrooms, and offices.

Services will be effective July 1, 2024.

The selected firm will serve solely as the AHPS' Internet and Wide Area Network Telecommunications provider throughout the period of the contract and optional renewal periods.

II. BACKGROUND

For its staff and students, Alleghany Highlands Public Schools offers Internet and telecommunications services at nine (9) locations comprised of seven schools and two (2) administrative buildings. This proposal seeks to procure Internet and telecommunications (WAN) services that will be supportive of enterprise instructional and administrative operations at those nine (9) locations. Only one Internet and telecommunications Offeror will be selected.

With regard to the aforementioned locations, the following describes the current bandwidth of all Internet and telecommunications circuits. The physical address of each location is also provided.

A. Circuits

The existing configuration is a Metro-Ethernet, 10 Gigabit, optical ring(s) providing:

Location	Street	City	Zip	Current Service
Clifton Academy	1000 Riverview Farm Rd	Covington	24426	5 Gbps DIA, 5 Gbps EPL
Alleghany High	210 Mountaineer Dr	Covington	24426	10 Gbps EPL
Callaghan Elem	4050 Midland Trl	Covington	24426	1 Gbps EPL
Covington Middle	606 S Lexington Ave	Covington	24426	1 Gbps EPL
Jeter-Watson Elem	560 W Indian Valley Rd	Covington	24426	1 Gbps EPL
Sharon Elem	100 Sharon School Cir	Clifton Forge	24422	1 Gbps EPL
AHPS Bus & Maint	1235 S. Dalton Avenue	Covington	24426	1 Gbps EPL
AHPS Central Office	105 Central Circle	Low Moor	24457	1 Gbps EPL
Mountain View Elem	100 Gleason Dr	Covington	24426	Connected via district-owned fiber to Clifton Academy

- 1) All current service transports are over fiber.
- 2) A 5.0 Gbps fiber Ethernet transport provides connectivity between all sites and appears at Clifton Academy.
- 3) Hand-offs at Alleghany High School and Clifton Academy are 50 micron fiber terminated with LC connectors. Hand-offs at other sites are over copper cabling terminated with RJ-45 connectors.

III. STATEMENT OF NEEDS

A. Offeror Requirements

Offerors must have the resources and infrastructure necessary for the successful provision of Internet and telecommunications services as described herein including the following:

- 1) Offerors shall be approved and be considered in good standing by the Schools and Libraries Division of the Universal Service Administration Company ("USAC") and have been assigned a USAC service provider identification number (SPIN).
- 2) The selected Offeror shall certify compliance with, and maintain such throughout the term of the contract, all E-Rate regulations and provide a written statement that they agree to meet conditions related to the following:
 - a. The Offeror shall provide a valid E-Rate SPIN and FCC Registration Number.
 - b. The Offeror shall provide separate itemization of E-Rate eligible and ineligible products and services per USAC regulations. The regulations are available on the USAC website.
 - c. Certify compliance with E-Rate signing rules and have any contract or associated addenda signed within the E-Rate signing window.
 - d. Certify its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 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.
 - e. Certify its proposed services comply with Part 47 Section 54.500(f) of the FCC rules which require all vendors to offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services.
 - f. Provide all contracted services with a service start date of July 1, 2024. If the Offeror does not meet the service start date, the Offeror must guarantee to cover the loss of E-Rate funding for the total discount that would have otherwise been received from the current provider during the interim period until the Vendor is able to provide service.
- 3) The Offeror shall provide industry leading engineering, design, and support services.
- 4) Offerors shall be responsible for acquiring all permits/licenses that are required by local and state authorities in conjunction with this proposal. Proposal prices shall include these fees; fees that will be paid by the Offeror.

B. Specific Requirements

INTERNET AND WIDE-AREA NETWORK

Offerors must have the resources and infrastructure necessary for the successful provision of Internet and telecommunications services described herein:

- 1) The Offeror shall provide incremental unit pricing on the following business-class levels of service as outlined in Attachment 6 – Pricing Schedule. Clifton Academy shall be considered the network "core" in all planning and engineering. The lease of dark fiber is not covered by the associated FCC Form 470 FCC function for this solicitation and as such, proposals including dark fiber lease or IRU will not be considered.

Location	Street	City	Zip	Estimated Bandwidth Needs
Clifton Academy	1000 Riverview Farm Rd	Covington	24426	5 – 10 Gbps DIA, 5 – 20 Gbps EPL
Alleghany High	210 Mountaineer Dr	Covington	24426	10 – 20 Gbps EPL
Callaghan Elem	4050 Midland Trl	Covington	24426	1 – 10 Gbps EPL
Covington Middle	606 S Lexington Ave	Covington	24426	1 – 10 Gbps EPL
Jeter-Watson Elem	560 W Indian Valley Rd	Covington	24426	1 – 10 Gbps EPL
Sharon Elementary	100 Sharon School Cir	Clifton Forge	24422	1 – 10 Gbps EPL
AHPS Bus & Maint	1235 S. Dalton Avenue	Covington	24426	1 – 10 Gbps EPL
AHPS Central Office	105 Central Circle	Low Moor	24457	1 – 10 Gbps EPL
Mountain View Elem	100 Gleason Dr	Covington	24426	No service requested

- 2) The Offeror shall provide 24 x 7 support and 2 hour on-site response time for outages.
- 3) The Offeror shall provide 99.999% uptime service level agreement with credit provided for an outage exceeding four hours.
- 4) The Offeror shall provide denial-of-service protection.
- 5) The Offeror shall provide IPv4 and IPv6 address routing and IP space (contiguous range of fifty reserved Public IP addresses).
- 6) The Offeror shall provide traffic monitoring.
- 7) The Offeror shall provide that all circuits are upgradable to 10 Gbps with no change in hardware or infrastructure (billing change only).
- 8) The Offeror shall provide that there will be no installation charges or non-recurring charges for upgrades.
- 9) The Offeror shall provide DNS/MX record services.
- 10) The Offeror shall provide web-based bandwidth utilization/SLA-compliance reporting.

- 11) The Offeror shall provide all installation services, configuration services, and hardware or software that is required for the successful implementation and continued optimal performance of the Offeror's proposed services for the duration of the contract period.
- 12) The Offeror shall provide service built upon a 10 Gbps, optical, Metro Ethernet architecture (or equivalent) of either ring, star, or mesh topology, shall maintain multiple points of egress, and shall possess a latency of no greater than 20 ms through the Offeror's core. The aforementioned latency requirement shall be included within the Offeror's service level agreement with a provision for credit due when the Offeror's performance does not meet SLA requirements.
- 13) Offeror shall indicate by written description any unequal service that is listed within the Offeror's proposal response.
- 14) As the school division relies heavily on Google services, Offeror shall guarantee reliable access to all Google services irrespective of the Offeror's particular peering or transit arrangements.
- 15) Offeror shall guarantee net-neutral access to all Internet sites and services. Offeror must treat all data on the Internet the same, and not discriminate by user, content, website, platform, or application.

Should any of the abovementioned requirements not be included in the Offeror's standard service pricing, and separate charges apply, those fees must be itemized.

With regard to each aforementioned pricing option, it is understood that the Offeror shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified service start date.

All licenses, services, rights-of-way, construction permits, and cross-connects necessary for the execution of the work shall be secured and paid for by the Offeror. Work that is necessary to be completed on a second or third shift, weekend, or legal holiday shall be performed without additional expense to Allegheny Highlands Public Schools.

Regarding all services:

- Offeror shall provide options and associated costs for service terminations as operational needs change.
- Offeror shall allow AHPS to add new sites as operational needs change. Any new sites will require contract expiration dates to be co-terminus with the contract expiration dates of existing sites.
- Offeror shall provide Service Level Agreements.
- Offeror shall restrict maintenance outages to off-peak hours (after 4 p.m. M-F).
- Offeror shall provide printed invoices.
- Should customer premises equipment require upgrades, the Offeror shall include those associated costs in any proposal response.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. RFP Responses

To be considered for selection, Offerors must submit a complete, signed, sealed response package to this RFP that includes:

- 1) One (1) original, printed copy;
- 2) Three (3) additional printed copies; and,
- 3) If applicable, one (1) original printed copy from which all proprietary material has been removed. Such copy shall be certified in writing by the Offeror as free of proprietary material as outlined in Section III, Paragraph B(6). Note, this copy is subject to public disclosure in accordance with the Virginia Freedom of Information Act.

B. Proposal Preparation

- 1) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected or result in the Offeror not being selected for discussion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 2) Proposals should be prepared simply and economically, providing a direct and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 3) Proposals should be organized in the manner described below under Specific Instructions. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 4) As used in this RFP, the terms must, shall, should, and may identify the criticality of requirements. Must and shall identify requirements whose absence will have a major negative impact on the evaluation of the proposal. Items labeled as should or may are highly desirable, although their absence will not have as large an impact and would be useful but are not necessary.
- 5) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- 6) By submitting a proposal, an Offeror acknowledges and agrees that ownership of all data, materials, and documentation originated, prepared for, and submitted to AHPS pursuant to the RFP shall belong exclusively to AHPS and be subject to public inspection, copying, and disclosure as public records in accordance with the Virginia Freedom of Information Act, notwithstanding any express or implied claim of copyright or reservation of rights. Trade secrets or proprietary information submitted by the Offeror may not be subject to disclosure under the Virginia Freedom of Information Act; provided, however, that the Offeror shall: (i) properly invoke the protections of 2.2-4342.F of the Code of Virginia (1950), as amended, in writing, prior to or upon submission of the data or other materials; (ii) specifically identify the data or materials to be protected; and, (iii) state the reasons why protection is necessary. The proprietary

or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices, and/or proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

- 7) An Offeror authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise described by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

C. Oral Presentation

Oral presentations will be confined to those Offerors selected to engage in individual discussions and interviews. A specific format for oral presentations, if any, will be conveyed to the selected Offerors a minimum of four business days prior to any scheduled interview. If selected for an interview, Offeror's will be notified by email on January 10, 2024. If selected for an interview, Offerors should be prepared to present oral presentations on Wednesday, January 17, 2024.

D. Innovation In The RFP

Alleghany Highlands Public Schools is seeking services that fulfill the identified need in the most efficient and cost effective manner possible. Offerors are encouraged, as a result of their experience and expertise, to provide alternative proposals that may potentially meet the needs of Alleghany Highlands Public Schools, as outlined in this RFP, in the most efficient and cost effective manner.

E. Specific Instructions

Offerors are required to submit the following items as a complete proposal. Information shall be placed and sequentially ordered behind the designated tabs. If information is requested behind one tab that has been addressed in another area, Offerors may refer to the location of the information rather than repeating the information.

Tab 1	Cover Sheet and Addenda: (1) Complete and sign the RFP Cover Sheet. (2) Complete and sign Addenda Acknowledgements (if any).
Tab 2	Executive Overview: (1) Provide a brief overview clarifying your company's understanding of the goals and objectives of this RFP and why you feel your company and your proposal would be a "best fit" for Alleghany Highlands Public Schools. Any/all exceptions to the RFP must be provided on Attachment 4 . (2) Provide the name, title, address, telephone, fax, and e-mail for the contact person responsible for coordinating your company's response to this RFP.

	(3) Note all proprietary information contained within your proposal per the guidelines found in the RFP on Attachment 3 .
Tab 3	Qualifications: (1) Provide a concise yet detailed summary of your company's qualifications to meet the requirements of this RFP. (2) Provide a copy of your current liability insurance certificate. (3) Provide company and reference information on Attachment 1 . (4) Provide Certification of Compliance on Attachment 2 . (5) Provide VA SCC Registration information on Attachment 5 .
Tab 4	Specific Requirements: (1) Provide a detailed and comprehensive explanation of the service your company will provide based upon the specific requirements listed under the Statement of Needs in this RFP. (2) Provide your company's comprehensive and detailed service proposal including, but not limited to itemized fees, one time charges, eligible and ineligible E-Rate services on Attachment 6 .
Tab 5	Contractual Documents: (1) Provide any and all contractual documents that your company will require to be executed by the Alleghany Highlands Public Schools upon award of a Contract. These will be reviewed and approved by the School Board's legal counsel.
Tab 6	Alternate Proposals: (1) Place alternate proposals or additional services your company will provide, if any, beyond the specific requirements outlined in the Statement of Needs in this RFP.
Tab 7	Additional Information: (1) Include any additional information that you wish to present that is pertinent to this RFP but not required by it.

V. EVALUATION AND AWARD CRITERIA

A. Evaluation

Proposals will be evaluated by Alleghany Highlands Public Schools using the following criteria:

Criterion	Points
E-Rate eligible financial cost of accepting proposal; total eligible costs to AHPS for initial term.	30
E-Rate ineligible financial cost of accepting proposal; total ineligible costs to AHPS for the initial term.	10
Expertise, experience, and qualifications of the Offeror to provide the specific requirements described in Section III, Statement of Needs.	15
Specific plan and approach to provide Internet and WAN services as described in Section III, Statement of Needs.	15
Geographic location(s) of the provider where service delivery can be performed.	10
Service Level Agreement Detail	10
Professional References	10

B. Award of Contract

The Alleghany Highlands Public Schools shall select two or more Offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors heretofore described. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, Alleghany Highlands Public Schools shall select the Offeror which, in its opinion, has made the best proposal and shall award the contract to that Offeror. The award document will be a contract incorporating, by reference, all of the requirements, terms, and conditions of the RFP and the selected Offeror's proposal as negotiated.

Alleghany Highlands Public Schools may cancel the RFP or reject proposals or any portion thereof at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Code of Virginia 2.2-4359D).

VI. GENERAL TERMS AND CONDITIONS

A. Virginia Public Procurement Act and Contract Terms and Conditions

This solicitation is subject to the applicable provisions of the Virginia Public Procurement Act, 2.2-4300.01 et seq., Code of Virginia (1950), as amended ("VPPA"), which are hereby incorporated into this contract in their entirety. The terms and conditions of this RFP not in conflict with the VPPA shall control.

B. Applicable Laws And Courts

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia without giving effect to its choice of law provisions and any litigation with respect thereto shall be brought only in the courts of the County of Alleghany or the United States District Court for the Western District of Virginia and not elsewhere. By mutual agreement, the agency and the Contractor may resolve any issues in controversy arising from the award of a Contract or any contractual dispute using Alternate Dispute Resolution (ADR) procedures (Code of Virginia 2.2-4366).

The successful Offeror ("Contractor") hereby represents and warrants that:

- 1) It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 2) It is not in arrears with respect to the payment of any monies due and owing AHPS, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 3) It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 4) It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

C. Anti-Discrimination

By submitting and signing their proposal, the Offeror certifies to Alleghany Highlands Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA).

If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2-4343. IE).

In every Contract over \$10,000 the provisions in 1) and 2) below apply:

- 1) During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2) The Contractor will include the provisions of 1) above in every Subcontract or purchase order over \$10,000 so that the provisions will be binding upon each Subcontractor or vendor.

D. Ethics In Public Contracting

By submitting their proposals, Offeror hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, sections 2.2-4367 through 2.2-4377, Code of Virginia (1950), as amended, and that all amounts received by it, pursuant to the Contract, are proper and in accordance therewith. Offerors certify that their proposals are 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 more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform And Control Act of 1986

By submitting their proposals, Offerors certify that they do not and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

F. Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred by the Alleghany Highlands Public Schools or the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. Mandatory Use of Form And Terms And Conditions

Failure to submit a proposal on the official RFP form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Alleghany Highlands Public Schools reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

H. Clarification of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact AHPS through the contact information in this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by AHPS.

I. Payment

- 1) To Prime Contractor:
 - a. Invoices for items ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown on the RFP/Contract. All invoices shall show the RFP number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last as determined by AHPS. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2) To Subcontractors:

- a. Pursuant to 2.2-4354 of the Virginia Public Procurement Act, a Contractor awarded a Contract under this solicitation is hereby obligated to take one of the two following actions within seven days after receipt of amounts for work performed by any Subcontractor under the Contract:
 - Pay the Subcontractor(s) for the proportionate share of the total payment received from AHPS attributable to work performed by the Subcontractor(s) under the Contract; or
 - Notify AHPS and the Subcontractor(s) in writing of the Contractor's intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.
- b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided for under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Alleghany Highlands Public Schools, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions 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 Alleghany Highlands Public Schools.

Unless otherwise provided in under the terms of the Contract, interest shall accrue at the rate of one percent per month.

- c. Contractor shall include in its Subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

Prior to receiving any payments under this Contract, Contractor shall provide its federal employer identification number to AHPS.

J. Precedence of Terms

The General Terms and Conditions, Applicable Laws and Courts, Anti-discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Mandatory Use of Form and Terms and Conditions, Clarification of Terms, Payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. Qualifications of Offerors

Alleghany Highlands Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to Alleghany Highlands Public Schools all such information and data for this purpose as may be requested. Alleghany Highlands Public Schools reserves the right to inspect all physical facilities prior to award to satisfy questions regarding the Offeror's capabilities.

Alleghany Highlands Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Alleghany Highlands Public Schools that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

L. Testing And Inspection

Alleghany Highlands Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specification.

M. Assignment of Contract

Any Contract pursuant to this RFP shall not be assignable by the Contractor in whole or in part without the prior written consent of the Alleghany Highlands Public Schools.

N. Changes To The Contract

Changes can be made to the Contract in any one of the following ways:

- 1) The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract. In all cases the terms and conditions of the RFP read together with this Contract in the manner most favorable to Owner shall control and prevail over my contract or other documents required by the Offeror.
- 2) No verbal agreement or conversation with any officer, agent or employee of AHPS either before or after the execution of the Contract or follow-on negotiations shall affect or modify any of the terms, conditions, specifications, or obligations contained in the Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon AHPS unless made in writing and signed by an authorized official. All Contract changes shall be in writing. In any event and in all circumstances, Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract.

O. Default

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, Alleghany Highlands Public Schools, 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 Alleghany Highlands Public Schools may have.

P. Taxes

Sales to Alleghany Highlands Public Schools are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of federal excise and transportation taxes.

Q. Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded.

For construction contracts, if any Subcontractors are involved, the Subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverage's during the entire term of the Contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- 1) Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
- 2) Employers Liability - \$500,000 or statutory amount.
- 3) Commercial General Liability - \$1,000,000 per person and/or per each occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.
- 4) Automobile Liability - \$1 per person and/or per each occurrence to include bodily injury and property damage (if motor vehicle is to be used in the contract).
- 5) Professional Errors and Omissions Liability - \$1,000,000 per each occurrence.
- 6) Umbrella Liability - \$5,000,000 per each occurrence.

Except where not permitted by law or regulation, any insurance policies specified herein shall name the Alleghany Highlands Public Schools, its officers, agents, board members, and employees as additional insureds with regard to work performed under this Contract or any subsequent Contract.

Included with the certificate of insurance shall be an endorsement from the insurer that certifies that Contractor has a policy in effect and that, as applicable, Alleghany Highlands Public Schools, its officers, agents, board members, and employees as additional insureds.

Insurance certificates and endorsements shall provide generally that AHPS must be notified at least 30 days prior to any impending change or cancellation of the insurance policies.

R. Drug Free Workplace

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purpose 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, 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.

S. Nondiscrimination of Contractors

An Offeror shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability or faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this 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, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

T. Contractor Personnel

The successful Offeror will be required to provide certification that all of its employees who will have direct contact with students on school property during regular school hours or during school sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical abuse or rape of a child and otherwise comply with all applicable federal, state, and local laws and regulations.

VII. SPECIAL TERMS AND CONDITIONS

A. Availability of Funds

It is understood and agreed between the parties herein that Alleghany Highlands Public Schools shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Contract.

B. Audit

The Contractor shall retain all books, records, papers, and other documents relative to this Contract for ten (10) years after final payment. Alleghany Highlands Public Schools its authorized agents, and/or state auditors shall have full access to and the right to examine and copy any of said materials during said period.

C. Cancellation of Contract

Alleghany Highlands Public Schools reserves the right to cancel and terminate any resulting Contract, in part or in whole, with or without cause, and without penalty, upon **30** days written notice to the Contractor. Any Contract cancellation 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 cancellation. If the Contract is terminated without cause, Contractor shall be paid for work satisfactorily completed up to the date of such termination, as determined in the sole and exclusive discretion of AHPS. In the event AHPS places the enforcement of all or part of the terms, conditions, or requirements of the Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of AHPS' reasonable attorney's fees and costs related to any such proceeding. All costs and charges incurred by the AHPS, together with the cost of completing the work under Contract, may be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then Contractor shall be liable and shall pay to AHPS the balance.

D. Independent Contractor

When providing the services specified under this Contract the Contractor shall not be deemed an "employee" or "agent" of Alleghany Highlands Public Schools. The Contractor shall act as an independent Contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, state and federal taxes, and complying with other similar requirements, which are customary in the industry. In addition, the Contractor certifies that they are not an employee, nor do they currently employ employees of Alleghany Highlands Public Schools.

E. Indemnification

Contractor agrees to indemnify, defend, and hold harmless Alleghany Highlands Public Schools, its officers, agents, board members, and employees from any and all liabilities, claims, damages, personal injury, death, property damage, and actions of any kind or nature, whether at law or in equity, including reasonable attorney's fees arises out of or results from the services or work under the Contract or any action or omission by Contractor or any of its Subcontractors or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Alleghany Highlands Public Schools.

F. Renewal of Contract

Upon mutual written agreement between AHPS and the contractor, the terms and conditions of the initial contract period may be renewed annually for up to five (5) additional annual periods, July 1 – June 30. Contract rates may be negotiated for each renewal period.

G. Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all Subcontractors that he may utilize, using his best skills and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

H. Identification of Proposal Envelope

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____		_____
Street or Box Number		RFP #
_____		_____
City, State, Zip Code		RFP Title

Name of Contact/Purchase officer: Shannon Fuhrman

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

I. Subcontracts

No portion of the work shall be subcontracted without prior written consent of Alleghany Highlands Public Schools. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Alleghany Highlands Public Schools the names, qualifications and experience of their proposed Subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the Contract.

J. Treatment of Property And Equipment

If Alleghany Highlands Public Schools permits the Contractor to purchase real property or equipment with grant funds, Alleghany Highlands Public Schools retains a residual financial interest, enabling Alleghany Highlands Public Schools to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).

K. Ownership of Intellectual Property

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract shall become the sole property of Alleghany Highlands Public Schools. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to Alleghany Highlands Public Schools to evidence the School's sole ownership of specifically identified intellectual property created or developed in the performance of this Contract.

L. Ownership, Proprietary Information, Duplication, And Disclosure

The Contractor agrees that proprietary information disclosed by Alleghany Highlands Public Schools to the Contractor for the purpose of a Contract shall be held in confidence and used only in the performance of the Contract. No item designed for or by Alleghany Highlands Public Schools shall be duplicated or furnished to others without prior written consent of Alleghany Highlands Public Schools. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this Contract are sole and exclusive property of Alleghany Highlands Public Schools. All such materials shall be delivered to Alleghany Highlands Public Schools in usable condition at any time requested.

M. Acknowledgment of Publication

The Contractor agrees that all reports, forms, papers, articles, materials, creations, or inventions created, developed, and used as a result of funds from a Contract as a result of this Request For Proposal shall bear an acknowledgement showing the item was funded (in part or whole) by Alleghany Highlands Public Schools and any grant/cooperative agreement that Alleghany Highlands School Board may have with other state or federal agencies. All materials and acknowledgement shall be reviewed and approved by Alleghany Highlands Public Schools prior to publication.

N. Method of Payment

Upon satisfactory completion of work or services and receipt of complete and accurate invoice, all as determined in the sole discretion of Alleghany Highlands Public Schools, AHPS shall make payments in accordance with the pricing schedule agreed to as part of the award of this Contract. Invoices must be submitted in accordance with the Contract to:

Alleghany Highlands Public Schools
Director of Finance P.O. Drawer 140
100 Central Circle, Low Moor, Virginia 24457

Failure of the Contractor to submit invoices within the prescribed time frame may forfeit the Contractor's right to payment from Alleghany Highlands Public Schools.

O. Pricing Schedule

Fixed price.

P. Authorization to Transact Business in Virginia

Pursuant to 2.2-4311.2 of the Code of Virginia (1950), as amended, Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Agreement. AHPS may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

Q. Claims by Contractor

The successful Contractor's claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Contract, or the performance or furnishing of the work, including, without limitation, requests for changes in the amount to be paid under the Contract or increases in the time, shall be submitted to AHPS' designated representative in writing with a request for a formal decision. Contractor shall deliver written notice with supporting data for each such claim, dispute, or other matter promptly, but in no event later than five (5) calendar days after the start of the occurrence or event giving rise thereto. Contractor's failure to submit written notice of such claim, dispute, or other matter with supporting data to AHPS' designated representative within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against AHPS for damages or relief of any kind based upon such occurrence or event. AHPS' designated representative shall deliver a decision regarding such claim or dispute within 60 days of receipt of receipt of such claim. In reviewing any such claim or dispute, AHPS may request any additional information or documentation from Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by AHPS shall be issued to Contractor within ninety (90) calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Contractor. Failure of AHPS to render a decision within ninety (90) days shall be deemed a final decision denying the claim and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

R. Attachments

There are five (5) attachments included in this document:

- Attachment 1 – Offeror Data Sheet
- Attachment 2 – Contractor Certification Form
- Attachment 3 – Proprietary Information

- Attachment 4 – Exceptions to RFP
- Attachment 5 – Virginia SCC Registration

There is one (1) attachment included separately as a fillable excel file.

- Attachment 6 – Pricing Schedule

The rest of this page is intentionally left blank.

OFFEROR DATA SHEET

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

Offeror's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

Offeror Information:

eVA Vendor ID or DUNS Number: _____

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

CONTRACTOR CERTIFICATION FORM

The Virginia General Assembly passed legislation (Code Section 22.1-296-1) that requires contractors with employees who will have direct contact with students (defined as "in the presence of students during school hours or during school-sponsored activities") to provide certification that the contractor and his employees have not been convicted of the crimes listed below.

Please read the Certification below and sign, date, and return this form to Alleghany Highlands Public Schools, P.O. Drawer 140, Low Moor, Virginia 22257 prior to the commencement of work or service provided on school board property:

Certification

I certify to Alleghany Highlands Public Schools that, to the best of my knowledge, no employee of my company will be in the presence of students during regular school hours or during school-sponsored activities who has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

If the company is unable to provide the certification due to a conviction, please provide details of the conviction by separate attachment.

Company Name

Purchase Order/Contract/Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor. The fact of such conviction will be grounds for the revocation of the contract and, when relevant, revocation of the person's license to provide such services. The School Board will not be liable for materially false statements regarding the required certifications.

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

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

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____ (Date).

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

Signature: _____

Title: _____

RFP Number _____

Section/Title	Page Number(s)	Reason(s) for Withholding from Disclosure

EXCEPTIONS TO RFP # _____

Name of Firm/Offeror: _____

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

Document Name	Page/Section	Category	Exception

Virginia State Corporation Commission (SCC) Registration Information

The Offeror shall check one of the following. The Offeror is:

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

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

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

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

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