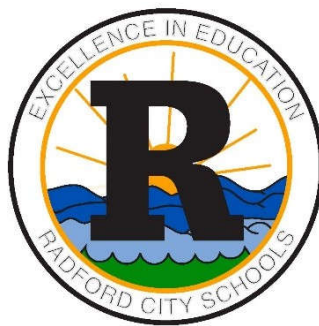


ADVERTISEMENT DATE: NOVEMBER 15, 2021



REQUEST FOR PROPOSAL FOR
DEDICATED INTERNET AND
TELECOM SERVICES

RFP #2022_DIA_Telecom



PROPOSAL DUE: JANUARY 12, 2022, 3:00PM
RADFORD CITY PUBLIC SCHOOLS

RADFORD CITY PUBLIC SCHOOLS

Request for Proposal

RFP Title: DIA and Telecom
RFP#: 2022_DIA_Telecom
E-Rate Form 470#: 220003969

Sealed Proposals will be received until **January 12, 2022, 3:00PM** local prevailing time, as per the Official Purchasing Timeclock, for furnishing the products and/or services described herein. Late, facsimile and/or e-mailed proposals will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Procurement Manager via email by December 10, 2021, 10:00AM local prevailing time, as per the Official Purchasing Timeclock. Radford City Public Schools shall not be responsible for verbal clarification of information provided by parties other than the Procurement Manager, Stacey Howard (showard@rcps.org).

SEALED PROPOSALS SHALL BE CLEARLY MARKED “RFP #2022_DIA_TELECOM” AND DELIVERED TO:

RCPS – RFP #2022_DIA_TELECOM
1612 Wadsworth Street
Radford, VA 24141
ATTN: Stacey Howard

The School Board does not discriminate against faith-based organizations or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

By signing this document, the Offeror agrees that, s/he has carefully examined all the requirements of this solicitation that there are no contradictions, ambiguities, errors or infeasible requirements apparent. The undersigned further agrees that s/he will accept an award to carry out the required services under this solicitation.

In compliance with this Request for Proposal and all the conditions imposed herein, including the General Terms and Conditions, and Attachments, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Telephone: _____

Printed/Typed

Email: _____

FIN/SSN: _____

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RADFORD CITY PUBLIC SCHOOLS

DIA and Telecom Request for Proposal #2022_DIA_TELECOM

1. PURPOSE

The Radford City Public Schools (hereinafter referred to as RCPS) requests proposals from prospective Offerors (hereinafter referred to as Offeror, Successful Offeror or Contractor) to provide Internet Services. This assistance shall include but is not limited to; those listed in the Statement of Needs and timely reporting of information as requested by RCPS.

RCPS invites any qualified Offeror to submit a proposal. Offerors responding to this request must be responsible, regularly, and practically engaged in providing the services requested in this RFP and possess ample resources for doing this work.

2. BACKGROUND

The RCPS is a school district located in southwestern Virginia, serving a student population of approximately 1600. The RCPS includes 2 elementary schools, 1 intermediate and 1 high school. RCPS employs approximately 200 full time employees and approximately 30 employees in a part-time capacity.

The RCPS fiber network extends throughout the city of Radford. The fiber network is entirely owned by the City of Radford. RCPS has two main data centers located at Radford High School at 50 Dalton Drive and the School Administration Building at 1612 Wadsworth Street.

3. STATEMENT OF NEEDS

RCPS has a need for varying internet bandwidth throughout the year. Currently, RCPS has a single 2 Gbps Internet connections. A connection is needed to support the everyday internet needs of RCPS. The Internet feed is vital and cannot be interrupted. RCPS owns a /22 set of IPV4 internet addresses. The service provider should be able to make changes to bandwidth provided as needed at different times during the school year. Bandwidth charges will be pro-rated for the time periods in which the bandwidth is increased or decreased.

RCPS has a need for telecommunication services in the form of SIP(Session Initiation Protocol) trunks for VoIP communication. RCPS uses the telecommunication services to make and receive calls and fax without toll within a large calling area.

The Internet services requested in this document are a part of the E-Rate filings for Radford City Public Schools.

3.1 REQUIRED SERVICES

3.1.1 Minimum Internet Services

The Offeror shall provide dedicated internet services of at least 2 Gbps of non-throttled, non-filtered, dedicated Internet connectivity scalable to 10 Gbps in 1 Gbps increments.

The Offeror shall provide 10 SIP trunks for Telecommunication Services. Cost of any labor should be quoted for migration of existing DIDs, any customer owned hardware required for service must be stated.

3.1.2 Traffic

All equipment shall be able to pass all RCPS traffic. All SIP trunks must be fax compatible.

3.1.3 Demarcation

1. The Offeror shall provide demark to one of RCPS owned buildings listed within the Background statement.
2. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
3. Respondent must specify specific demarcation setup included in base fees (e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.)

3.1.4 Data Protection and Security

1. The Offeror must state how the security of the District's data will be ensured during transmission.

3.1.5 Administrative Questions

Should provide employee experience, certifications and roles and responsibilities for all services offered including transition of existing services.

1. Who are you strategic partners?
2. Are you an active member of any standards bodies?
3. What is the turn-around time for you to produce a quote once you have received a request for specific service or equipment?

3.1.6 Reporting

1. Offerors must provide detail reports and their appropriate formats and frequency that will be provided to RCPS to support performance SLA's and analyze services. The Offerors must detail frequency that these reports will be provided.
2. Offerors must provide network traffic reporting for both live real-time and historical data. Network health reports detailing link bandwidth and utilization statistics will be provided to Radford City Public Schools.
3. Offerors must perform reviews and analyze services in support of budget and strategic planning.
4. Offerors must provide technology updates for new and innovative equipment and services to support the decision-making process.

3.1.7 Monitoring and Service Availability

1. Network operations center: Solution will provide customer support functions including problem tracking, active monitoring, 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.

2. Offerors must certify that they will meet a minimum service level objective of 99.99% network service availability.
3. 25ms round trip network latency commitment on the transport between Applicant and PoP for Internet access only. This specification does not apply to Internet traffic outside the PoP.

3.1.8 Outages

1. The mean time to repair must be four hours maximum in the event of a service interruption due to component failure, and eight hours maximum in the event of fiber damage.
2. Proposals must include details of service billing reimbursement and restoration plans for outages lasting longer than 30 minutes and/or service levels failing to meet service level objectives.
3. Offerors must perform outage maintenance after normal business hours.
4. RCPS will allow for brief prearranged outages during off-hours for maintenance between the hours of 12:00 A.M. EST and 5:00 A.M. EST.

3.1.9 Maintenance

1. Any maintenance that is needed during the day shall have the approval of the RCPS contract Rep prior to performing any maintenance work.
2. Offerors must provide detailed ordering and trouble reporting procedures
3. Offerors must provide a dedicated account representative that will be able to act as an advocate for RCPS.
4. RCPS will evaluate option for a dedicated Internet circuit at various bandwidths starting at 1 Gbps and Increasing a 1 Gbps intervals maxing out at 10 Gbps.

3.1.10 E-Rate Participation

1. Any participating offeror must, as of 07/01/2022, have an active FCC Service Provider Information Number (SPIN) and be in good standing (green light status).
2. If the Offeror's solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
3. Vendors may assist filing entities with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
4. 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.
5. 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/>.
6. **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.**

3.1.11 Required Notice to Proceed and Funding Availability

1. Applicant will follow the purchasing policies of the Applicant 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.

2. 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.
3. 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.

3.1.12 Equipment Restrictions

1. 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.
2. 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.
3. 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.

3.1.13 Associated Cost

RCPS will not be responsible for any cost associated with extending Vendor services to a RCPS owned building.

3.1.14 Pricing

Offerors shall submit a proposal with pricing through all tiers listed.

1. Provide cost associated with the following:
 - a. Disaster Recovery Services
 - b. Data Center Services
 - c. Any additional services that your company provides

3.1.15 Additional Questions

1. What is the SLA for addressing service or equipment outages?
2. What is the SLA for responding to reported service outages or issues?

4. SPECIAL INSTRUCTIONS TO OFFERORS

4.1 ISSUING OFFICE

Wherever used in this RFP, the Issuing office shall be:
Radford City Public Schools
Technology Department
1612 Wadsworth Street
Radford, VA 24141

Phone: 540-731-3647
Email: showard@rcps.org

4.2 CONTRACT PERIOD

The contract period will be effective from July 1, 2022 through June 30, 2023 with the option to renew annually for five (5) additional one-year periods, upon mutual agreement of both parties. Subsequent contract periods will be July 1 through June 30 of each following year, respectively. It is RCPS' intent for this RFP, any addenda, Successful Offerors proposal, any additional information requested, and negotiated changes to be incorporated by reference into the agreement. RCPS will either issue a Purchase Order, a Contract or both for any goods or services procured.

4.3 QUESTIONS

Questions about the specifications must be submitted **by e-mail** to the Procurement Manager at showard@rcps.org no later than 10:00AM ET, December 10, 2021. Necessary replies will be issued to all prospective offerors as addenda (to be posted to EPC on or before December 14, 2021); any/all addenda will become part of the contract documents. Vendors are responsible for checking the site for additional information until the RFP close date. No phone calls will be answered. Contact initiated by an Offeror concerning this solicitation with any other RCPS representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the Offeror from this transaction.

Oral instructions do not form a part of the proposal documents.

4.4 PRICE ESCALATION FOR RENEWABLE TERMS

If the contract is renewed beyond the initial contract period, the first option year, and each additional option year will be subject to a price increase. This increase will be determined by using the Consumer Price Index – All Urban Consumers (CPI-U from December to December) as reported Annually by the Bureau of Labor Statistics. The current rates will be increased by the same percentage of the CPI-U for the renewal period with the increase not to exceed five percent (5% cap). This price increase will not be automatic and must be mutually agreed upon.

4.5 COOPERATIVE AGREEMENT

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, “a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies.”

If authorized by the Successful Offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). The School Board of the City of Radford acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

4.6 PROPOSAL CHANGES OR MODIFICATIONS

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda on the cover page of this RFP. Oral modifications shall not form a part of the RFP documents. This proposal and any addenda shall be incorporated, by reference, into any resulting contract.

4.7 TAXPAYER ID NUMBER AND CERTIFICATION – W-9FORM

Submit with your Offer the attached REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION – W-9 FORM.

4.8 CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

All Offerors are required to fill out and submit with their offer the attached CONTRACTOR BACKGROUND CERTIFICATION form. Failure to complete and submit this certification accurately may disqualify your offer from consideration for award.

4.9 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION

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

Please complete the following:

- A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeree's SCC Identification Number is _____.
- B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeree's SCC Identification Number is _____.
- C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

4.10 VIRGINIA STATE BOARD OF CONTRACTORS LICENSE

If the Offeror is required to be licensed by the Virginia State Board of Contractors in accordance with the, Code of Virginia, Title 54, submit a copy of your Virginia State Contractors License with your response.

4.11 SUBMITTAL OF PROPOSAL

Documents submitted should be in either Word or PDF format-unless otherwise noted.

All proposals shall be accepted by the due date/time noted on the cover page. Proposals received after the closing date/time shall not be accepted. Proposals received by email, telephone, or facsimile machine will not be accepted.

Proposals will be accepted via parcel post (USPS, UPS, FedEx, etc.) All responses must include an RFP cover sheet. The cover sheet should include the names, addresses, and telephone numbers for the Offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), the nearest regional office, and members of the Offerors proposal team.

Offerors may recite the contents of the RFP in their proposal. However, in the event there is a discrepancy between the RFP (including subsequent addenda) and the RFP language included in Offeror's proposal, the language of the RFP and its addenda shall prevail.

Offeror shall submit the following documents / information:

- Cover page (page 2 of 20) of RFP with an original signature of an agent authorized to bind the company, title and all requested information
- Acknowledgment of any addenda
- Statement setting forth the basis for protection of proprietary information, if any, as detailed in the Disclosure section.
- Proposal as requested
- References
- W-9 Information (form attached)
- Contractor/Employee Background Certification (form attached)
- Virginia State Board of Contractors License (if required)
- Virginia State Corporation Commission Registration (form attached)

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

4.12 EVALUATION

After the proposal closing, RCPS will select, for further consideration, two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP. The following criteria will be used in the evaluation process:

RCPS intends to use a numerical scoring system in the evaluation, and such scoring shall have points assigned to each of the four factors listed below: Qualifications and Experience-20; Capability-20; and

Project Methodology-20; and Price-40. There is a maximum of 100 possible points. A further description of these factors is set forth in Section 4.13 (“Preparation Guidelines”).

EVALUATION CRITERIA	MAXIMUM POINTS
Qualifications and Experience	20
Capability	20
Project Methodology	20
Price (30 DIA, 10 SIP Trunking)	40
TOTAL SCORE	100

Exceptions/Alternatives will also be considered.

Based on the initial evaluation, RCPS may request the selected Offerors to make oral presentations. Thereafter, RCPS will conduct negotiations with each of the selected Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the Offeror to a contract. After negotiations are completed, RCPS will select the Offeror who, in RCPS opinion, has made the best proposal and shall award the contract to that Offeror. Should RCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. RCPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

4.13 PREPARATION GUIDELINES

In order to be considered for selection, Offerors must submit a complete response to this RFP addressing the Statement of Needs. Offerors should respond to the specifications or propose alternative methods and steps to achieve the intended product. A time frame for implementation of the services and any conditional aspects should be explained. To adequately evaluate the proposals according to the above criteria, all Offerors shall use the following format:

4.13.1 Qualifications and Experience (20 points)

Offeror shall provide a description of the qualifications and experience of the organization and persons that will be responsible for performance of the service. Such description shall, at a minimum, include:

- Background information about the organization-e.g., philosophy, ownership, officers, and directors, Offerors management structure, organization chart of the firm, project team, etc.
- Company size and location(s), Number of years the Offeror has been in business.
- One-page resume and qualifications of the persons offered to perform service.
- Upon award of the contract, the Successful Offeror shall provide RCPS with a list of their personnel including office, home, pager, and cellular phone numbers so that RCPS can make emergency contact with the firm if necessary.

Offeror shall provide a concise description of its work experience as related to the specifications outlined herein. Said description should include, but not be limited to, number and types of customers Offeror has served, number of years the Offeror has been providing these types of services, references and other documentation to verify experience.

Governmental/School experience is preferred. A minimum of three (3) and a maximum of ten (10) references will be provided. For each reference, the name, address, and phone number along with the name of a contact person shall be given.

4.13.2 Capability (20 points)

The Offeror shall provide evidence that the firm has the resources and personnel available to respond to and fulfill the needs of RCPS for contracted services on an as needed basis through the term of the contract. Provide supporting documentation of the Offerors current financial condition and annual reports for the past three (3) years. If the company is privately held, supply enough information to document the company's financial status and capability to perform under this contract. If Offeror intends to subcontract any part of the work under this contract, indicate which parts and which Subcontractors.

4.13.3 Project Methodology (20 points)

Offeror shall provide a description outlining the services to be performed. Such description should, at a minimum provide:

- Offerors understanding of the service to be provided
- Proposed methods and equipment
- Assistance and materials to be furnished by RCPS
- Project plan and any other pertinent information

4.13.4 Price (40 points)

Offeror shall indicate all fees required for the performance of the requested services. Provide a cost for the first year (initial term) and costs for each additional year. Maximum score for Dedicated Internet Access price to be 30 points; maximum score for SIP Trunking to be 10 points.

REMINDER: Offerors will be evaluated based on the above areas and should address each of the above areas fully and should not necessarily limit responses only to the points stated.

4.14 ALTERNATES/EXCEPTIONS

The Offeror has the option to propose alternate solutions as it relates to the Statement of Needs. The Offeror has the option to take exceptions to this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Alternatives and/or exceptions will be considered during evaluation. If Offeror is selected for further evaluation, alternatives and/or exceptions will be subject to negotiations.

4.15 EMPLOYMENT OF UNAUTHORIZED ALIENS

Offeror agrees that it does not currently, and shall not during the performance of this contract, if awarded, knowingly employ an unauthorized alien, as defined in the "Federal Immigration Reform and Control Act of 1986."

4.16 AWARD

Proposals will be evaluated, and an award will be made to the Offeror who best meets the

qualifications set forth in the RFP in accordance with the provisions of RCPS Policies and Regulations and the Code of Virginia, Virginia Public Procurement Act, Sections 2.2-4303 and 2.2- 4346, Competitive Negotiations. Award of contract shall be at the sole discretion of RCPS. Such award shall be based upon the evaluation of all requested information. RCPS reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the process. Further, RCPS reserve the right to enter into any contract deemed to be in the best interest of RCPS. RCPS may elect to award a contract to more than one Offeror.

As a condition of award and before a Purchase Order or Contract is issued to your company, a W-9 from your company must be filed with RCPS. If your company is already a registered vendor with RCPS, just verify that the information we have on file is current.

4.17 PROTEST OF AWARD OR DECISION TO AWARD

Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Director of Purchasing no later than ten days after the award or the announcement of the decision to award, whichever occurs first. It is the responsibility of the Offeror submitting the protest to ensure that it is received in RCPS Office of Purchasing Services by the close of business (5:00 P.M. EST) on or before the final day of the ten (10) day protest period. All protest received after that time will be deemed to be late.

The written protest shall include the basis for the protest and the relief sought. The Director of Purchasing shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

5. GENERAL TERMS AND CONDITIONS

5.1 ANTI-COLLUSION CLAUSE

During the preparation and submission of this proposal, the Offeror agrees as follows:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive bidding in violation of the SHERMAN ACT (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or section 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

5.2 PROPOSAL BINDING FOR ONE HUNDRED AND TWENTY (120) DAYS

Offeror agrees that this proposal shall be good and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the scheduled closing time for the RFP.

5.3 PROPRIETARY INFORMATION / DISCLOSURE

Offerors are advised that the Code of Virginia, Virginia Public Procurement Act, Section 2.2-4342 shall govern public inspection of all records submitted by the Offeror. Such information which RCPS reserves the right to submit to the City Attorney for concurrence of the Offerors claim that it is in fact proprietary.

Trade secrets or proprietary information submitted by an Offeror in connection with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act. **However, Offeror must invoke the protection of this section prior to or upon submission of the data or other materials.** Offeror must provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary.

Furthermore, Offeror shall submit trade secrets or proprietary information under separate cover in a sealed envelope clearly marked **PROPRIETARY**.

Information submitted which does not meet the above requirements will be considered public information.

Proprietary information submitted by the Offeror will be maintained as confidential pursuant to Virginia Code 2.2-4342 to the extent allowable by law. The School Board will not release such information unless required to do so pursuant to the Virginia Freedom of Information Act or court order. The School Board will inform the Offeror/Vendor of any request for such proprietary information and whether the School Board determines that the information should be released in accordance with the Virginia Freedom of Information Act or court order. The School Board will allow the vendor a reasonable amount of time to challenge the release of such information.

A statement by the Offeror that the entire proposal is proprietary and/or a statement that Offeror's pricing/costs are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal, not under separate cover and labeled proprietary, shall be Public Information in accordance with state statutes.

5.4 EXAMINATION

Offeror shall carefully examine the contents of this RFP and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to note any exceptions (see Exceptions/Alternatives section) and to fulfill the requirements of this contract.

5.5 CONDITIONS OF WORK

Offerors shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve the Successful Offeror of the obligation to furnish all services necessary to carry out the provisions of this contract.

5.6 PRESENTATION / DEMONSTRATION

If in RCPS opinion, presentations or demonstrations of proposals and capabilities are warranted, RCPS will notify the appropriate Offerors. Such presentation or demonstration shall be at a RCPS site, shall be at a date and time mutually agreed to between RCPS and Offerors, and shall be at the Offerors expense.

5.7 ANTI-TRUST

Any perceived incidence of price fixing or anti-trust violation shall be reported to the State Attorney General for possible enforcement of the anti-trust laws.

5.8 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP shall become the property of RCPS. One (1) copy of each proposal will be retained for official files and will become a public record after award of the contract and will be open to public inspection subject to the Disclosure section of this RFP.

5.9 CANCELLATION OF CONTRACT

RCPS 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.

5.10 DEFAULT

In case of failure to deliver goods or services in accordance with the terms and conditions, RCPS, 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.

5.11 ANTI-DISCRIMINATION

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees

- to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

5.12 NONDISCRIMINATION OF CONTRACTORS

An 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, or disability or against faith-based organizations. 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, then RCPS shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

5.13 TAXES

RCPS is exempt from federal, state, and excise taxes. The contractor shall not include such taxes on any invoices under this agreement. Exemption certificates, if required, will be provided upon request. The contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the contractor which are legally enacted at the time proposals are received, whether or not yet effective. All taxes are the responsibility of the contractor. RCPS assumes no tax liability under the RFP and any resulting contract.

5.14 NO CONTACT POLICY

Any contact with any RCPS representative, other than those outlined in this document concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

5.15 DISPUTES

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file such claim shall have been given 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. Pendency of claims shall not delay payment of amounts agreed due in the final payments.

5.16 HOLD HARMLESS - INDEMNIFICATION

It is understood and agreed that contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission

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

5.17 ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact Stacey Howard no later than five (5) business days prior to the meeting at showard@rcps.org or 540-731-3647. If you are hearing or speech impaired, please contact the agency by calling the Americans with Disability Act Office TTY: Contact Relay Center at 711.

5.18 INSURANCE

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

Insurance Coverages and Limits Required

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability – \$100,000.
3. Commercial General Liability - \$500,000 – Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. Applicant must be named as an additional insured when requiring a contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

5.19 AUDITS

RCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to any resulting contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the contractor, including, but not limited to those kept by the contractor, its employees, agents, assigns, successors and subcontractors. The contractor shall maintain such books, and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least ten (10) years following the completion of this contract or

agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to RCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at the contractor's office or place of business in Radford, VA. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Radford, VA, which is convenient for RCPS. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which RCPS may have by state, RCPS, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

5.20 SEVERABILITY

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

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CONTRACTOR BACKGROUND CERTIFICATION FORM

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Contractor certifies that neither the Contractor nor the Contractor's employees, agents, subcontractors or subcontractors' employees who will have direct contact with Radford City Public Schools ("RCPS") students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor may require the above listed individuals to personally certify this information, but the Contractor will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Contractor has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Contractor certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors' employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

1. Contractor represents that none of its employees who will be in the presence of RCPS students have been convicted of a felony or an offense involving the sexual molestation or physical or sexual abuse or rape of a child.
2. Contractor will obtain a Background Certification from all present and future employees and update RCPS of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child.
3. Contractor has established a process to maintain compliance with the terms set forth in this Contractor Background Certification and will provide verification to RCPS on request.

Contractor's signature on this form indicates that Contractor is deemed to have provided the certification described herein.

Contractor's Signature

Date

Printed Name

Title

Company

Business Address

City

State

Zip

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.